



# CITY OF SWEET HOME CITY COUNCIL AGENDA **REVISED**

May 23, 2023, 6:30 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WiFi Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

## Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

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## Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 1-971-203-2871 and enter the Meeting ID: 226 531 982#

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

### I. Call to Order and Pledge of Allegiance

### II. Roll Call

### III. Consent Agenda:

- a) [Request for Council Action - Resolution No. 13 for 2023 - Tune it Up Tuesdays](#)
  - b) [Request for Council Action - Icebox Cook-off Public Address System Application](#)
  - c) [Request for Council Action - Professional Credit Services Contract](#)
  - d) [Request for Council Action - Agreement with the Sweet Home Senior Center for the Transportation Program](#)
  - e) [Request for Council Action – Resolution No. 14 for 2023 Council Compensation](#)
  - f) [Information Only – Economic Development Event Support Grant Process](#)
  - g) [Request for Council Action - Safe Routes to School Hwy 228/2nd Avenue Pedestrian Crossing Construction Contract](#)
- a) Approval of Minutes:
- i) [2023-04-25 City Council Minutes](#)
  - ii) [2023-06-09 City Council Minutes](#)
  - iii) [2023-05-09 City Council Minutes - WS](#)

### IV. Recognition of Visitors and Hearing of Petitions:

- a) Rural Development Initiative Presentation

### V. Old Business:

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*The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.*

## VI. **New Business:**

- a) [Public Hearing - to Receive Public Comment on the Use of State Revenue Sharing Funds - Resolution No. 8 for 2023 - A Resolution Declaring the City's Election to Receive State Revenues](#)
- b) [Request for Council Action - Resolution No. 9 for 2023 - A Resolution Certifying the City Provides Four or More Services in Order to Receive State Revenues](#)
- c) [Public Hearing - Resolution No 10 for 2023 - Adopting a Budget for 2023-2024, Making Appropriations and Levying Taxes](#)
- d) [Request for Council Action - Resolution No. 11 for 2023 - A Resolution Certifying the City Complies with Sections of ORS 475B Related to Marijuana Sales Inside City Limits.](#)
- e) [Public Hearing - Application for Naming Publicly Owned Facilities - Graybill Plaza](#)

## VII. **Ordinance Bills**

- a) Request for Council Action and First Reading of Ordinance Bills
  - i) [Public Hearing - Ordinance Bill No. 11 for 2023 - Redwood Street Vacation of Right-of-Way](#)
  - ii) [Public Hearing - Ordinance Bill No. 12 for 2023 - Comprehensive Plan Map Amendment](#)
  - iii) [Public Hearing - Ordinance Bill No. 13 for 2023 - Zoning Map Amendment](#)
  - iv) [Request for Council Action - Ordinance No. 15 for 2023 - Amendments to Sweet Home Municipal Code](#)
- b) Second Reading of Ordinance Bills
- c) Third Reading of Ordinance Bills (Roll Call Vote Required)
  - i) [HYPERLINK "appISd1272d6e18ee45c8b8c5031665737cff"Ordinance Bill No. 9 for 2023 - Ordinance 1316 - Sweet Home Ordinance Amending Chapter 4 of the City of Sweet Home Comprehensive Plan and Adopting a Housing Needs Analysis.](#)
  - ii) [HYPERLINK "appIS5622055178c6462098a13b8965fbcee5"Ordinance Bill No. 10 for 2023 - Ordinance No. 1316 - An Ordinance Amending the Official Zoning Map.](#)

## VIII. **Reports of Committees:**

[Ad Hoc Committee on Health](#)

[Ad Hoc Committee on Arts and Culture](#)

[Administrative and Finance/Property](#)

[Traffic Safety Committee](#)

[Area Commission on Transportation](#)

[Chamber of Commerce](#)

[Charter Review Committee](#)

[Council of Governments](#)

[Library Advisory Board](#)

[Park and Tree Committee](#)

[Solid Waste Advisory Council](#)

[Youth Advisory Council](#)

**IX. Reports of City Officials:**

City Manager's Report

Mayor's Report

**X. Department Director's Reports (1st meeting of the Month)**

Library Services Director

i) Library Director's Report April 2023

Community and Economic Development Director

i) Community and Economic Development Department Monthly Report April 2023

Public Works Director

i) Public Works Monthly Report

ii) Mahler WRF Improvement Project monthly report

**X. Department Director's Reports (2nd meeting of the Month)**

Finance Director

Police Chief

i) Police Department Monthly Report April 2023

City Attorney

**XI. Council Business for Good of the Order**

**XII. Adjournment**



# REQUEST FOR COUNCIL ACTION

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**Title:** Tune It Up Tuesdays Special Events Application  
Resolution No. 13 for 2023

**Preferred Agenda:** May 23, 2022

**Submitted By:** Angela Clegg, Associate Planner

**Reviewed By:** B. Larsen, CEDD Director  
K. Young, City Manager

**Type of Action:** Resolution   X   Motion    Roll Call    Other   

**Relevant Code/Policy:** SHMC 2.04.030 Powers of the City Council

**Towards Council Goal:** Vision Statement, Aspiration I: Desirable Community, Mission Statement

**Attachments:** Resolution No. 13 for 2023  
Resolution No. 13 for 2023 Attachments

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## **Purpose of this RCA:**

The Sweet Home Economic Development Group, Inc. dba The Oregon Jamboree requests the temporary closure of the City of Sweet Home right-of-way, located in the parking lot east of 13<sup>th</sup> Avenue and west of the Rio theatre (see the attached map), for the Tune It Up Tuesdays events. This requires adoption of Resolution No. 16 for 2022.

## **Background/Context:**

In order to accommodate the events, the applicant is proposing to close and block off vehicular traffic on June 6, 13, 20, and 27, 2023 from approximately 12:00 PM to approximately 10:30 PM.

## **The Challenge/Problem:**

Should the right-of-way be closed to allow for Tune It Up Tuesdays on 13<sup>th</sup> Street?

## **Stakeholders:**

- The Applicant will not have adequate room for their event unless the right-of-way is closed as proposed.
- Sweet Home residents and businesses benefit from the walking traffic and safe pedestrian crossings through the event but will be inconvenienced by the temporary right-of-way closure.
- The City Council are responsible for ensuring that special events can be safely held, while still providing sufficient public roadways for the safe flow of traffic, and access to businesses.

## **Issues and Financial Impacts:**

There are no issues or financial impacts currently identified.

**Elements of a Stable Solution:**

A stable solution is one in which a decision on the application is made that conforms with City Code and State Law.

**Options:**

1. Deny the Tune It Up Tuesdays Application. Staff would prepare an Order of Denial for the Special Events Permit Application.
2. Approve Resolution No. 13 for 2023 as presented.
3. Approve Resolution No. 13 for 2023 with changes. Council could review these proposed changes and recommend different routes.
4. Direct Staff to Research Other Options.

**Recommendation:** Staff Recommends Option 2: Approve Resolution No. 13 for 2023 as presented.



1 inch = 71 feet

Tune It Up Tuesday  
Right-of-Way Closure Map

Date: 5/15/23



1195 Main Street  
PO Box 9  
Sweet Home, OR 97386  
(541) 367-2141  
(541) 367-3904 fax  
[www.keeseckerinsurance.com](http://www.keeseckerinsurance.com)

April 28th, 2023

To whom it may concern:

Sweet Home Economic Development Group Inc. (SHEDG Inc.) has intent to purchase Commercial General Liability insurance for the 2023 Tune it Up Tuesday's. I, Blake Keesecker, licensed insurance agent, have submitted applications on behalf of SHEDG Inc. for Commercial General Liability Insurance and are in the process of reviewing pricing and coverages.

SHEDG Inc. will be obtaining insurance with a \$2,000,000 per occurrence and \$4,000,000 aggregate limit of liability.

Those who require additional insured status from SHEDG Inc.'s insurance policy will be furnished a certificate of insurance showing additional insured status.

Attached is a sample certificate of insurance of what coverages SHEDG Inc. will obtain.

Regards,

Blake Keesecker  
Keesecker Insurance Inc.  
PO BOX 9  
Sweet Home, OR 97386  
541-367-2141  
[blake@kee-ins.com](mailto:blake@kee-ins.com)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Keesecker Insurance, Inc. 1195 Main Street PO Box 9 Sweet Home OR 97386
CONTACT NAME: Sabrina Sutor
PHONE (A/C, No, Ext): (541) 367-2141
INSURER(S) AFFORDING COVERAGE: INSURER A: PHL Y, INSURER B: SAIF, INSURER C:, INSURER D:, INSURER E:, INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2331607203 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. AUTHORIZED REPRESENTATIVE: [Signature]





## INSTRUCTIONS FOR COMPLETING THE SPECIAL EVENT PERMIT APPLICATION

A “Special Event” is defined as an event with greater than 75 people in attendance, exclusive use of a City facility, or the group is asking for special exemptions.

Careful completion of the form will help to avoid delays in processing. It is important to follow the instructions and provide clear and accurate information. Submit all necessary documents with the application

1. **Review the *Special Event Permit Application Packet and Guidelines***
2. Complete Special Event Permit Application (see Application Checklist)
3. Schedule a meeting with the Community Economic and Development Department to review your application.
4. Obtain a Certificate of Insurance from your insurer. The Certificate must:
  - a. List the name and date(s) of the event
  - b. State the limits of liability are as follows:  
General Liability insurance generally in the amount of one-million dollars (\$1,000,000) combined single limits per occurrence  
Two-million (\$2,000,000) aggregate
  - c. **An endorsement naming the City of Sweet Home as an additional Insured.**  
Such insurance shall be primary to any insurance carried or maintained by the City. Upon recommendation of the City Manager or designee and based upon the event’s risk rating, staff may require certain events to hold larger insurance policies. The insurance policy shall be written on an occurrence basis, shall name the City as an additional insured, shall be written for a period not less than twenty-four (24) hours prior to the event and extending for a period not less than twenty-four (24) hours following the completion of the event, and shall contain a provision prohibiting cancellation of the policy except upon thirty (30) days’ written notice to the City.
  - d. **The applicant must request their insurer add in the “Description of Operations” box on the Certificate of Liability Insurance to read: “The certificate holder is afforded coverage as an Additional Insured but only with respects to claims arising out of the negligence of the named insured.” The certificate holder must be named in the designated box as: “City of Sweet Home, 3225 Main Street, Sweet Home, OR 97386.”**

**A PERMIT WILL NOT BE ISSUED WITHOUT RECEIPT OF AN APPROVED CERTIFICATE OF INSURANCE AND AN ENDORESENT NAMING THE CITY AS AN ADDITIONAL INSURED IS RECEIVED VIA POSTAL MAIL, EMAIL OR FAXED TO THE CITY DIRECTLY FROM THE INSURANCE COMPANY.**

5. Submit a **completed** Special Event Permit Application, all additional required materials, and the event application fee **at least 45 days** prior to the event to:
6. **For event with 75** people in attendance and over you must complete all of the pages, except page 7 The Sankey Hut Rental (unless you are planning to rent the Hut).
7. **For events under 75 people** you must complete the above plus pages 4-8 (exclude page 7 if not renting the Sankey Hut).

City of Sweet Home  
Community and Economic Development Department  
3225 Main Street  
Sweet Home, OR 97386  
(541) 367-8113



## SPECIAL EVENT POLICIES AND PROCEDURES

1. Special Event Permit applications must be submitted in full at least 45 days prior to the event. 60 days is better in case the City requires additional information, staff vacations, etc.
2. **All streets shall be accessible** to emergency equipment at all times. Only readily removable barricades shall be used to close the streets.
3. You will **report any problems or damage** to the Community Development Department immediately. During regular business hours (8am-5pm), call **541-367-8113**. At other times call the police non-emergency number, **541-367-5181**.
4. You will set up and remove all equipment, structures, and materials for the reserved park activity within the block of time specified in the park permit.
5. You will not drive a motorized vehicle on a bicycle path or pedestrian path in a city park.
6. You will park only in designated parking areas that have paved or gravel surfaces. Parking is not permitted on grass, in landscaped areas, or under tree canopies.
7. **All debris and trash is the responsibility of the event organizer**. It must be removed from the event site during the event. In addition, the event site must be cleaned within twelve (12) hours after the end of the event, or no later than 11 a.m. on the next day. The City's Public Works Department must provide garbage removal service. Contact the City at 541-367-6359.
8. You will not deposit charcoal briquettes on the ground or in garbage cans. If a charcoal disposal bin is not available, take the charcoal briquettes with you when you leave.
9. **You will properly dispose of garbage that exceeds the capacity of the garbage receptacles at the park facility**. You can rent a dumpster through a private vendor or haul off your bagged garbage and recyclables yourself. Excess garbage left at the rental facility will be removed at your expense. A fee for service will be deducted from your security deposit.
10. You will remove all signs or markings associated with the reserved park activity. **Paint is not permitted for marking** pavement or structures. Chalk is acceptable but must be removed immediately after the event.
11. You will return all keys to City Hall (3225 Main Street) on the next business day after the reserved park activity.
  - Keys will be distributed by authorized City employees only.
  - Keys will not be copied by anyone other than authorized City employees.
12. You will obtain an underground utility locate and permission from the Community Development Department if sign posts, stakes, or spikes will be driven into the ground.
13. You will accept the park facilities, including the premises and equipment, in their present condition.
14. You will reimburse the City for all damages to the premises or property resulting from their use, other than ordinary wear and depreciation, as determined by the City.
15. You will conform to all rules and regulations of the City.
16. You agree to provide adequate supervision and be responsible for any improper conduct of the attendees, both individually and collectively, while on the City premises or utilizing facilities.
17. You agree that the use of the facilities and this permit is revocable by the City at any time at the City's option.
18. You agree to hold the city harmless and indemnify the city from any and all liability for injury to persons or property occurring as a result of the activity sponsored by the permittee.
19. You agree that the permittee and any other person who allows or causes damage to park facilities, park areas, and any other property owned by the city shall be liable to the city for the damage caused.

I agree to abide by all Federal, State, and municipal equal opportunity laws and regulations prohibiting discrimination.



# Community and Economic Development Department

## SPECIAL EVENT PERMIT APPLICATION

1. Name of Event: 2023 Tune it Up Tuesday Date(s) of Event 6/6, 6/13, 6/20, 6/27
2. Setup Start Time/Date: Tuesday, 12:00pm Event Start Time: Tuesday 4:00pm
3. Event End Time: Tuesday, 10:00pm Clean Up End Time/Date: Tuesday, 10:30pm
4. Sponsoring Organization: Oregon Jamboree
5. Event Coordinator/Primary Contact: Robert Shamek
6. Mailing Address: 401 Main Street, Suite D
7. Day Time Phone: 541-367-8800 Cell Phone: 541-730-0194
8. Email: robert@oregonjamboree.com Fax: \_\_\_\_\_
9. Secondary Contact: Peggy Curtis Phone: 269-967-1711
10. Is Alcohol Being Served?  Yes  No If YES include a copy of the State Liquor Permit.
11. Do you wish to utilize any City property, such as a park?  Yes  No  
If YES, which one(s)? \_\_\_\_\_
12. Will this event include Food Vendors of any type?  Yes  No  
If YES, all vendors must apply for a Temporary Restaurant License with the Linn County Health Department 541.967.3821, (ORS 624.025). The Vendors must apply three weeks before the start of the event. A list of vendors is required to be submitted with this application.
13. Anticipated Number of Attendees? 250-300 per night

THE PRIMARY CONTACT MUST LIST A DAY OF EVENT PHONE NUMBER IF NOT LISTED ABOVE.

<b>FOR OFFICE USE ONLY:</b>			
Planning		Police Chief	
CEDD Director		Public Works Director	
Fire Chief			
<b>STAFF – INITIAL AND DATE UPON APPROVAL OR ATTACH MEMORANDUM WITH CONDITIONS</b>			

PAYMENT AMOUNT: \_\_\_\_\_ CASH CC CHECK # \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PERMIT APPROVED:  Yes  No  Entered on Events Calendar

Authorized City Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Community and Economic Development Department

## HOLD HARMLESS AGREEMENT

**IN CONSIDERATION OF BEING PERMITTED TO PRODUCE THIS SPECIAL EVENT OR ACTIVITY OR USE OF ANY CITY PROPERTY OR FACILITIES IN CONNECTION WITH THIS ACTIVITY, THE UNDERSIGNED APPLICANT (“INDEMNITOR”) AGREES TO THE FOLLOWING:**

1. THE INDEMNITOR HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS the City of Sweet Home from any and all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the City’s right to indemnity or incurred on appeal) resulting from involvement in this event whether caused by any negligent act or omission of the City or otherwise. This agreement shall not apply to any liability resulting from the sole negligence of the City.
2. The INDEMNITOR agrees to reimburse the City for any loss, theft of, or damage to City property, equipment and/or facilities.
3. The INDEMNITOR agrees to comply with all applicable laws, statutes, ordinances, rules and requirements including, but not limited to, not admitting more attendees than designated by Fire Department as safe for the particular event or facility.
4. The INDEMNITOR expressly agrees that this release and hold harmless agreement is intended to be as broad and inclusive as permitted by Oregon law and that if any portion thereof is held invalid, notwithstanding, the balance shall continue in full legal force and effect.
5. Falsification and/or misrepresentation in completing this application may result in rate adjustment or event cancellation. I UNDERSTAND THAT CHANGES TO THE ABOVE DETAILED PROGRAM REQUIRE IMMEDIATE NOTIFICATION TO THE CITY.

I, the undersigned representative, have read the Special Events Application and the Policies and Procedures contained herein, and I am duly authorized by the event organization/business to submit this application on its behalf. The information herein is complete and accurate.

APPLICANT:	Peggy Curtis	Oregon Jamboree
	<b>PRINT NAME</b>	<b>AUTHORIZED AGENT FOR</b>

SIGNATURE OF APPLICANT:	<i>Peggy Curtis</i>	4/27/2023
	<b>SIGN NAME</b>	<b>DATE</b>

APPROVAL, DENIAL OR INCLUSION OF RESTRICTIONS OR SPECIAL CONDITIONS OD USE PERMIT IS AT THE SOLE DISCRETION OF THE CITY PUSUANT TO Sweet Home Code of Ordinances 17.80 Conditional Uses. All applications must be reviewed and approved before a permit can be issued.



# Community and Economic Development Department

## Event and Equipment Rental Fees

Description	Fees: Non-Refundable	Fees: Refundable	Total Hours	Total Owed	Total Paid	Date Paid
Bandstand	\$15.00/hour or \$100 maximum	\$100.00				
Outdoor Event Center	\$15.00/hour or \$100 maximum	\$100.00				
Gazebo	\$15.00/hour or \$100 maximum	\$100.00				
Sankey Hut	\$15.00/hour or \$100 maximum	\$100.00				
Weddle Bridge	\$15.00/hour or \$100 maximum	\$100.00				

**Total Equipment Items not to exceed a \$400.00 replacement costs. Items described below are subject to availability. A 24-hour notice is required before pick-up. Two-day maximum rental.**

Description	Fees: Non-Refundable	Fees: Refundable	Replacement Costs	Total Owed	Total Paid	Date Paid
Tables	\$5.00/table	\$100.00	\$60.00			
Chairs	\$1.00/chair					
2' Fold Up Barricade	\$3.00/ Barricade		\$25.00			
2' Fold Up Plastic Barricades	\$3.00/Barricade		\$40.00			
8' Barricade	\$3.00/Barricade		\$45.00			
Small Barricade – "No Park"	\$3.00/Barricade		\$24.00			
Photo Cell Battery Light	\$3.00/Light		\$20.00			
18" Traffic Cones	\$3.00/Cone		\$10.00			
28" Traffic Cones with Reflective Strip	\$3.00/Cone		\$19.00			
Construction Signs with Sign Holders	\$10.00/Sign		\$50.00			
Slow/Stop Paddle	\$3.00/Each		\$18.00			
Slow/Stop Paddle with 30" Handle	\$5.00/Each		\$20.00			
Slow/Stop Paddle with 60" Handle	\$5.00/Each		\$21.00			
Hydrant Wrench	\$5.00/Each		\$35.00			
Safety Vests			\$12.00/Each			



# Community and Economic Development Department

## SANKEY HUT RENTAL

**Pass Code:** \_\_\_\_\_ (given by staff upon payment of fees)

**Please read and initial each line below:**

- I agree to not share my pass code with anyone else.
  - Pass codes will be distributed by authorized City employees only.
- I agree to report any problems or damage to the Community Development Department immediately. During regular business hours (7am-4pm), call **541-367-8113**. At other times call the police non-emergency number, **541-367-5181**.
- I agree to set up and remove all equipment, structures, and materials for the reserved hut activity within the block of time specified in the park permit.
- I agree to pick up and properly dispose of all trash, litter, and food from the reserved hut activity.
- I agree to properly dispose of garbage that exceeds the capacity of the garbage receptacles at the hut facility. You can rent a dumpster through a private vendor or haul off your bagged garbage and recyclables yourself. Excess garbage left at the rental facility will be removed at your expense. A fee for service will be deducted from your security deposit.
- I agree to remove all signs or markings associated with the reserved hut activity. Paint is not permitted for marking pavement or structures. Chalk is acceptable but must be removed immediately after the event.
- I agree to obtain an underground utility locate and permission from the Community Development Department if sign posts, stakes, or spikes will be driven into the ground.
- I agree to accept the hut facilities, including the premises and equipment, in their present condition.
- I agree to reimburse the City for all damages to the premises or property resulting from their use, other than ordinary wear and depreciation, as determined by the City.
- I agree to conform to all rules and regulations of the City.
- I agree to provide adequate supervision and be responsible for any improper conduct of the attendees, both individually and collectively, while on the City premises or utilizing facilities.
- I agree that the use of the facilities and this permit is revocable by the City at any time at the City's option.
- I agree to hold the city harmless and indemnify the city from any and all liability for injury to persons or property occurring as a result of the activity sponsored by the permittee.
- I agree that the permittee and any other person who allows or causes damage to hut facilities, park areas, and any other property owned by the city shall be liable to the city for the damage caused.
- I agree to abide by all Federal, State, and municipal equal opportunity laws and regulations prohibiting discrimination.

**Staff Use Only:**

Clean up verified by Staff \_\_\_\_\_, \_\_\_\_\_  
Date signature of staff

Deposit Returned \_\_\_\_\_, \_\_\_\_\_  
Date signature of staff



## FACT SHEET

Tune it Up Tuesday will be held on the lot owned by Tony and Shelly Larsen, which is typically utilized by the Rio Theater. This is the same lot used in 2021 and 2022.



## SPECIAL EVENT TASK LIST / TIME LINE

DATE	TIME	EVENT TASK	RESPONSIBLE PARTY
<i>e.g.</i> 06/20/18	<i>e.g.</i> 9:00 am	<i>e.g.</i> All Scheduled Streets Closed	<i>e.g.</i> City of Sweet Home
6/6/2023	12:00 pm	Small Stage delivered to address	City of Sweet Home
6/7/2023	9:00 am	Small Stage picked up from address	City of Sweet Home
6/13/2023	12:00 pm	Small Stage delivered to address	City of Sweet Home
6/14/2023	9:00 am	Small Stage picked up from the address	City of Sweet Home
6/20/2023	12:00 pm	Small Stage delivered to address	City of Sweet Home
6/21/2023	9:00 am	Small Stage picked up from the address	City of Sweet Home
6/20/2023	12:00 pm	Small Stage delivered to address	City of Sweet Home
6/21/2021	9:00 am	Small Stage picked up from the address	City of Sweet Home







**Insert Event Overview Map**



Insert Vendor Site Map





### SPECIAL EVENT APPLICATION CHECKLIST

- Review the Instructions for completing the Special Event Permit.
- Complete the Special Event Permit Application.
- Scheduled and Attended a meeting with the Community and Economic Development Department to review the application and supporting documentation.
- Obtained and submitted a Certificate of Insurance.
- Review and signed the Hold Harmless Agreement.
- Completed the Rental Fees form.
- Completed Sankey Hut Rental form (if applicable)
- Completed the Fact Sheet
- Completed the Special Event Task List / Time Line. (if applicable)
- Completed the List of Vendors. (if applicable)
- Submitted an Event Overview Map. (if applicable)
- Submitted a Vendor Map. (if applicable)
- Turned in or mailed all the above items to the City of Sweet Home

Community and Economic Development Department  
Special Event Permit  
3225 Main Street  
Sweet Home, OR 97386

**From:** [Blair Larsen](#)  
**To:** [Angela Clegg](#)  
**Subject:** Re: Tune It Up Tuesday Permit Application  
**Date:** Tuesday, May 2, 2023 8:30:59 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image005.png](#)  
[image006.png](#)

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My only comment is that they should reach out to the Rio and make them aware of their site plan and schedule.



CONNECT WITH US



**Blair Larsen, JD/MPA** | Director  
Community & Economic Development Department  
City of Sweet Home  
3225 Main Street  
Sweet Home, OR 97386  
p:541-818-8036  
c:541-393-7409

**Confidentiality Notice:** This e-mail message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If you have received this message by mistake, please notify us immediately by replying to this message or telephoning us. Do not review, disclose, copy or distribute it. Thank you.

**Public Records Law Disclosure:** This e-mail is a public record of the City of Sweet Home and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This e-mail is subject to the State Retention Schedule.

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**From:** Angela Clegg <[aclegg@sweethomeor.gov](mailto:aclegg@sweethomeor.gov)>  
**Date:** Monday, May 1, 2023 at 5:15 PM  
**To:** Blair Larsen <[blarsen@sweethomeor.gov](mailto:blarsen@sweethomeor.gov)>, Greg Springman <[gspringman@sweethomeor.gov](mailto:gspringman@sweethomeor.gov)>, Kelcey Young <[kyoung@sweethomeor.gov](mailto:kyoung@sweethomeor.gov)>, Jason Ogden <[jogden@sweethomeor.gov](mailto:jogden@sweethomeor.gov)>, Nick Tyler <[ntyler@sweethomefire.org](mailto:ntyler@sweethomefire.org)>  
**Subject:** Tune It Up Tuesday Permit Application

Please review the attached application and send your comments to me by 5:00 Thursday, May 11<sup>th</sup>.

**NEW OFFICE HOURS**  
**7:00 AM TO 5:30 PM**  
**MONDAY – THURSDAY**  
**CLOSED FRIDAYS**

|



CONNECT WITH US



**Angela Clegg** | Associate Planner  
Community and Economic Development Dept.  
City of Sweet Home  
3225 Main Street  
Sweet Home, OR 97386  
p:541-367-8113

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**From:** [Jason Ogden](#)  
**To:** [Greg Springman](#); [Angela Clegg](#); [Blair Larsen](#); [Kelcey Young](#); [Nick Tyler](#)  
**Subject:** RE: Tune It Up Tuesday Permit Application  
**Date:** Tuesday, May 2, 2023 10:56:51 AM  
**Attachments:** [image005.png](#)  
[image006.png](#)  
[image009.png](#)

---

Same here. No issues.



CONNECT WITH US



Jason Ogden | Chief of Police  
Police Department  
City of Sweet Home  
1950 Main Street  
Sweet Home, OR 97386  
p: 541-367-5181

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**From:** Greg Springman <[gspringman@sweethomeor.gov](mailto:gspringman@sweethomeor.gov)>  
**Sent:** Tuesday, May 2, 2023 10:24 AM  
**To:** Angela Clegg <[aclegg@sweethomeor.gov](mailto:aclegg@sweethomeor.gov)>; Blair Larsen <[blarsen@sweethomeor.gov](mailto:blarsen@sweethomeor.gov)>; Kelcey Young <[kyoung@sweethomeor.gov](mailto:kyoung@sweethomeor.gov)>; Jason Ogden <[jogden@sweethomeor.gov](mailto:jogden@sweethomeor.gov)>; Nick Tyler <[ntyler@sweethomefire.org](mailto:ntyler@sweethomefire.org)>  
**Subject:** RE: Tune It Up Tuesday Permit Application

Public Works does not have any comments. Approved.

-Greg



CONNECT WITH US



Greg Springman | Public Works Director  
Public Works Department  
City of Sweet Home  
1400 24<sup>th</sup> Avenue  
Sweet Home, OR 97386  
p:541-367-6359  
f:541-367-7592

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---

**From:** Angela Clegg <[aclegg@sweethomeor.gov](mailto:aclegg@sweethomeor.gov)>

**Sent:** Monday, May 1, 2023 5:15 PM

**To:** Blair Larsen <[blarsen@sweethomeor.gov](mailto:blarsen@sweethomeor.gov)>; Greg Springman <[gspringman@sweethomeor.gov](mailto:gspringman@sweethomeor.gov)>; Kelcey Young <[kyoung@sweethomeor.gov](mailto:kyoung@sweethomeor.gov)>; Jason Ogden <[jogden@sweethomeor.gov](mailto:jogden@sweethomeor.gov)>; Nick Tyler <[ntyler@sweethomefire.org](mailto:ntyler@sweethomefire.org)>

**Subject:** Tune It Up Tuesday Permit Application

**Importance:** High

Please review the attached application and send your comments to me by 5:00 Thursday, May 11<sup>th</sup>.

**NEW OFFICE HOURS**

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**MONDAY – THURSDAY**

**CLOSED FRIDAYS**



CONNECT WITH US



**Angela Clegg** | Associate Planner  
Community and Economic Development Dept.  
City of Sweet Home  
3225 Main Street  
Sweet Home, OR 97386  
p:541-367-8113

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**From:** [Greg Springman](#)  
**To:** [Angela Clegg](#); [Blair Larsen](#); [Kelcey Young](#); [Jason Ogden](#); [Nick Tyler](#)  
**Subject:** RE: Tune It Up Tuesday Permit Application  
**Date:** Tuesday, May 2, 2023 10:23:41 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Public Works does not have any comments. Approved.

-Greg



**Greg Springman** | Public Works Director  
Public Works Department  
City of Sweet Home  
1400 24<sup>th</sup> Avenue  
Sweet Home, OR 97386  
p:541-367-6359  
f:541-367-7592

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---

**From:** Angela Clegg <[aclegg@sweethomeor.gov](mailto:aclegg@sweethomeor.gov)>  
**Sent:** Monday, May 1, 2023 5:15 PM  
**To:** Blair Larsen <[blarsen@sweethomeor.gov](mailto:blarsen@sweethomeor.gov)>; Greg Springman <[gspringman@sweethomeor.gov](mailto:gspringman@sweethomeor.gov)>; Kelcey Young <[kyoung@sweethomeor.gov](mailto:kyoung@sweethomeor.gov)>; Jason Ogden <[jogden@sweethomeor.gov](mailto:jogden@sweethomeor.gov)>; Nick Tyler <[ntyler@sweethomefire.org](mailto:ntyler@sweethomefire.org)>  
**Subject:** Tune It Up Tuesday Permit Application  
**Importance:** High

Please review the attached application and send your comments to me by 5:00 Thursday, May 11<sup>th</sup>.

**NEW OFFICE HOURS**  
**7:00 AM TO 5:30 PM**  
**MONDAY – THURSDAY**  
**CLOSED FRIDAYS**

| **Angela Clegg** | Associate Planner



CONNECT WITH US



Community and Economic Development Dept.  
City of Sweet Home  
3225 Main Street  
Sweet Home, OR 97386  
p:541-367-8113

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**From:** [Nick Tyler](#)  
**To:** [Angela Clegg](#)  
**Cc:** [Blair Larsen](#); [Greg Springman](#); [Kelcey Young](#); [Jason Ogden](#)  
**Subject:** Re: Tune It Up Tuesday Permit Application  
**Date:** Tuesday, May 2, 2023 11:50:37 AM  
**Importance:** High

---

Food fenders shall follow fire code in regards to what applies to their individual food trucks. Other than that, I have no issues and approve.

**Nick Tyler**

Fire Chief

Sweet Home Fire District

541-367-5882

[ntyler@sweethomefire.org](mailto:ntyler@sweethomefire.org)

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On May 1, 2023, at 5:15 PM, Angela Clegg <[aclegg@sweethomeor.gov](mailto:aclegg@sweethomeor.gov)> wrote:

<City of Sweet Home Special Event Permit App.pdf>



City of Sweet Home  
 Police Department  
 1950 Main Street  
 Sweet Home, OR 97386  
 (541) 367-5181 Fax (541) 367-5235  
 Email: shpd@ci.sweet-home.or.us

APPLICATION-PUBLIC ADDRESS SYSTEM

Date of Application: 05/11/2023

Name: Smith Guy C.  
 (Last) (First) (Middle)

Date of Birth: 11/10/1965 Home Phone: 541-367-2991 / 541-401-9708

Home Address: \_\_\_\_\_

Organization's Name: Radiator Supply House Inc.

Organization's Address: 1460 47th Avenue

Organization's Phone: 541-367-2991

Local Address of Event: 504

Nature of Business or Event: National BBQ competition (Icebox cookoff)

Date(s) and Time(s) of Message:

<u>6-30-23</u> (Date)	<u>12pm</u> (From)	<u>10pm</u> (To)
<u>7-1-23</u> (Date)	<u>12pm</u> (From)	<u>10pm</u> (To)
<u>7-2-23</u> (Date)	<u>12pm</u> (From)	<u>10pm</u> (To)

Vehicle to be used: N/A  
 (Color) (Year) (Make) (License) (State)

Type of Sound Amplification Equipment to be used: microphones, outdoor speakers, amps, monitors and mixing boards

Message: live music for event, address is zoned Industrial

Will PA broadcast sound travel beyond 1000 feet? possibly yes (If yes application must be processed and submitted to the City Council for approval)

Approval Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Chief of Police

SHPD Case #: 23-03412



# REQUEST FOR COUNCIL ACTION

---

**Title:** Radiator Supply House Inc. Public Address System Application

**Preferred Agenda:** May 23, 2023

**Submitted By:** Jason Ogden, Chief of Police

**Reviewed By:** Kelcey Young, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion  X  Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** SHMC 9.20.020 Unnecessary Noise

**Towards Council Goal:** Economic Strength

**Attachments:** Application – Public Address System

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**Purpose of this RCA:**

The Radiator Supply House Inc. is hosting the Ice Box Cookoff National BBQ Competition. As part of the outdoor venue, a Public Address (PA) Permit has been requested.

**Background/Context:**

In May 2023, Guy Smith, an employee at the Radiator Supply House Inc. applied for a public address system permit for a 3-day event at the business located at 1460 47<sup>th</sup> Avenue, Sweet Home, OR. The address is zoned industrial. The event that will be held at the location is the Ice Box Cookoff National BBQ Competition.

The BBQ competition will include amplified music.

The application for the PA permit indicates that the music amplification will include microphone, outdoor speakers, amps, monitors, and mixing boards. The application indicates that the broadcast sound will be live music that will travel beyond 1000 feet which according to SHMC 9.20.020 will need to be approved by the Sweet Home City Council.

The PA permit also lists the dates and times for amplification of music. The request is for the permit to run on the following dates and times:

06/30/2023 – 12:00 PM to 10:00 PM

07/01/2023 – 12:00 PM to 10:00 PM

07/02/2023 – 12:00 PM to 10:00 PM

These are the same times that Sweet Home City Council approved last year for this event.

**The Challenge/Problem:**

The challenge of the request for the PA Permit is associated with blending the interests of the business with those of the surrounding neighborhood.

The business is requesting the PA Permit for an event that only runs three days a year and will play music until 10:00 p.m. on Friday, Saturday, and Sunday. The intent of the request is to further promote the event, as well as to continue to put Sweet Home “on the map” by hosting a national BBQ.

**Stakeholders:**

- City of Sweet Home Citizens – Citizens and businesses that live and operate within proximity to the event may have their level of livability affected by the sound amplification coming from the event. Other citizens and community members may benefit from the entertainment offered by the event.
- Radiator Supply House Inc. – By allowing the requested times on the PA Permit, the event, community, and business will be enhanced.
- City of Sweet Home Police Staff – The on-duty Supervisor needs a defined time for the allowed amplification of music to ensure that it is complied with.
- City of Sweet Home City Council –SHMC 9.20.020 dictates that the Council may suspend the 1000-foot limitation and grant a sound amplifying permit.

**Issues and Financial Impacts:**

The city and the police department will not be impacted by the event. Any issues and potential financial impacts will be associated with the Radiator Supply House Inc. and the surrounding neighborhoods. Those issues could include noise from the amplified music as well as traffic congestion in the area.

**Elements of a Stable Solution:**

The Sweet Home City Council should determine a fair and equitable solution associated with the PA Permit and its times. The needs of the business and the needs of the surrounding neighborhood must be considered.

**Options:**

1. Approve the requested PA Permit. This would allow for the Radiator Supply House Inc. to play amplified music in the outdoor venue from 12:00 p.m. until 10:00 p.m. on Friday (06/30/23), Saturday (07/01/23), and Sunday (07/02/23).
2. Deny the request. This would not allow for the amplification of music at the outdoor event.
3. Amend the requested PA Permit. The City Council can choose to amend the request by adjusting the times permitted on one or all days.

**Recommendation:**

Staff recommends option #1 – Approve the requested PA Permit which would allow for the Radiator Supply House Inc. to play amplified music in the outdoor venue from 12:00 p.m. until 10:00 p.m. on Friday (06/30/23), Saturday (07/01/23), and Sunday (07/02/23).



# REQUEST FOR COUNCIL ACTION

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**Title:** Request for Council Action – Professional Credit Service Contract for collection services primarily used for Municipal Court

**Preferred Agenda:** May 23, 2023

**Submitted By:** Matt Brown, Contracted Finance Director

**Reviewed By:** Carol Moffett, Court Administrator  
Kelcey Young, City Manager

**Type of Action:** Roll Call

**Relevant Code/Policy:** N/A

**Towards Council Goal:** Effective and Efficient Government

**Attachments:** Contract with Professional Credit Service

## COLLECTION SERVICE AGREEMENT

### A. PARTIES AND RECITALS

a. This Agreement is entered into this Feb 7, 2023 (Effective Date) between Ray Klein, Inc., doing business as Professional Credit Service, (Professional), a Washington Corporation, and City of Sweet Home, OR (Client), a/an Oregon Government Entity collectively “the Parties.”

Client is the owner, or represents the owner, of certain delinquent

b. Accounts that Client desires to collect, and Client wishes to retain the services of Professional for that purpose;

Professional is a licensed collection agency; and

c. In consideration of the mutual promises and for valuable consideration, the Parties hereby agree as follows:

### B. DEFINITIONS

a. ACCOUNTS: Accounts receivable due and owing to Client.

b. ACKNOWLEDGMENT: Written or electronic receipt of the Referral or Assignment of Client’s Accounts to Professional.

c. ASSIGNMENT: A transfer of Client’s rights and interest in Accounts for collection or management under the terms of this Agreement.

d. CLIENT TOOLS: Professional’s proprietary client web portal, which is used for listing and acknowledging Accounts, reporting payments, requesting cancellation and hold of Accounts, client remittance, and financial and recovery reporting.

e. CREDIT REPORTING AGENCY: Agencies that engage in assembling and evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties.

f. REFERRAL: A transfer of Accounts for collection or management to Professional as agent under the terms of this agreement.

g. CONFIDENTIAL INFORMATION: All non-public information protected by law, contract, policy, as a trade secret or which is otherwise of value or proprietary to Client or Professional and shared with or learned by a Professional or Client to this Agreement while performing the requirements of this Agreement.

### C. RELATIONSHIP OF PARTIES

a. INDEPENDENT CONTRACTOR: Professional shall perform under this Agreement as an independent contractor, not as an employee, or servant of Client, and nothing herein contained shall be construed to be inconsistent with this relationship or status. Professional acknowledges that its agents, employees, and servants are not entitled to benefit from Client as employees of Client.

### D. RESPONSIBILITIES OF PROFESSIONAL

a. GOOD FAITH: Professional shall exercise due diligence and good faith in collection of assigned Accounts.

b. AGENCY CONDUCT & PROFESSIONALISM: Professional shall work diligently to conduct its business in conformity with all state and federal laws pertaining to providing and maintaining collection agency functions. Professional shall maintain the highest standards of ethical practice and professionalism. Professional shall make reasonable efforts to protect Client’s image while performing collection activities.

c. INFORMATION SECURITY: Professional shall maintain an information security program that contains appropriate security measures that are generally consistent with industry standard practices, in order to safeguard the personal information of Client’s customers. Professional acknowledges and agrees that any vendors or service providers that it uses in connection with the provision of services hereunder shall be required to implement similar safeguards regarding the protection of that customer information.

d. LICENSES & BOND: Professional has to its best knowledge obtained all licenses and permits required by law, has posted all bonds required by law, has complied with all laws and governmental regulations required of collection agencies and is duly licensed.

e. ACCOUNT ACKNOWLEDGMENT: Professional will Acknowledge Referral of account to Client via Client Tools or electronically in a mutually agreeable format. Professional reserves all discretion to accept Referrals.

f. CLIENT TOOLS ACCESS AND TRAINING: Professional will provide access to and training for Client Tools for client to:

- I. Administer Client user Accounts on Client Tools
- II. Communicate with Professional
- III. Upload and download electronic data between Client and Professional
- IV. Upload new Accounts
- V. Request Cancellation and holds on Accounts
- VI. Report payments made directly to Client
- VII. View real time Account and reporting information
- VIII. View information regarding Accounts

g. TRUST REMITTANCE: Professional shall remit to Client on a monthly basis, Client funds (net of monies owed to Professional) via Automatic Clearing House (ACH) payments into a Money Market or Demand Deposit account belonging to and designated by Client. Professional will provide remittance advice and notification electronically through Client Tools. Professional shall retain discretion of the posting order of monies on Client Account(s).

h. REPORTING: All reports, trust statements, and file transfers shall be delivered to Client through Client Tools or a secure file transfer protocol (SFTP) site maintained by Professional.

i. RECORD RETENTION & INSPECTION: Professional shall, to the best of its knowledge maintain records in reasonable accordance with generally accepted accounting principles and all laws and governmental regulations required of collection agencies. Professional shall make such records relating to the collection activity of Client’s Accounts available to Client for audit or inspection and available to those parties authorized in writing by Client.

j. CREDIT REPORTING: Please check one:

- Professional may report consumer credit information to credit reporting agencies at the sole discretion of Professional. Professional shall handle disputes and verification of debt in accordance with the requirements of Federal and state credit reporting laws and as required by credit reporting agencies.
- Client does not wish for Professional to report consumer credit information to credit reporting agencies.



- i. **HIPAA COMPLIANCE:** When applicable, Professional agrees to maintain compliance policies with regard to HIPAA privacy legislation. Professional agrees to refrain from using or disclosing, and to use appropriate safeguards to prevent improper use or disclosure of protection health information to third parties other than as permitted by the Agreement and any Business Associate Agreement between Client and Professional. Professional agrees, upon request, to enter into a Business Associate Agreement with Client that is consistent with the terms of this Agreement.

## E. RESPONSIBILITIES OF CLIENT

- a. **ORGANIZATION:** Client represents that Client's name in Section A.a is Client's legal name, and that Client is an Individual or duly registered business entity in the State listed Section A.a. Client shall notify Professional of material changes to Client's legal structure or name changes within a reasonable period of time.
- b. **ACCOUNT INFORMATION:** Client shall provide Professional with all account information necessary to accommodate collection functions. Client shall notify Professional of any payments or changes that affect the amount owed or nature of Accounts assigned to Professional within five (5) business days of such payment or change.
- c. **DOCUMENTS:** For Professional to provide services, Client agrees to:
  - I. Provide terms and conditions (including but not limited to Account interest rates) of all Accounts and the documentation to support the terms and conditions, and
  - II. Promptly provide updated copies of any updated terms and conditions.
  - III. Client warrants that the Account documents provided under this Agreement are accurate, legal, and the most current version of the terms and conditions for each Account.
- d. **ACCOUNT VERIFICATION:** Upon Acknowledging an Account, Client hereby warrants that Client reviewed each account prior to listing that Account with Professional, and that each Account is presently due, and that Client has taken no action prior to listing the Account which would impair the collection of the account.
- e. **ACCOUNT ITEMIZATION, DOCUMENTATION AND WITNESSES:** Client shall provide additional Account itemization, documentation, and witnesses as necessary to comply with any law or regulation or for the purpose of verification and validation of debts and/or legal actions in pursuit of collecting Accounts. In the event Client is unable to locate and/or deliver necessary account itemization and/or documentation, Client shall provide as necessary an affidavit sufficient to support verification or validation of amount due and owing. Client acknowledges that Professional may be prohibited from collecting on a particular Account if Client is unable to locate and/or deliver any legally required account itemization or documentation. Client shall promptly sign individual Account Assignments upon Professional's request, as necessary for Professional to collect Client's Accounts.
- f. **PAYMENT OF INVOICES:** In the event Professional needs to invoice Client for any reason, Client shall remit to Professional all amounts owing within 30 days of the date of the invoice. Professional may deduct amounts owed over 30 days from any remittance due.
- g. **AUTHORIZED REPRESENTATIVE:** Client shall designate in Client Tools authorized representatives or agents that have authority to make decisions regarding Client Accounts. Client shall be responsible for updating authorized representatives.

## F. MUTUAL RESPONSIBILITIES

- a. **INDEMNIFICATION:** Professional agrees to defend, indemnify and hold Client harmless against any and all losses, expenses, damages, claims, and actions, provided said claims and causes of action arise out of the collection efforts of Professional and those representing or acting on behalf of Professional. Client agrees to defend, indemnify, and hold Professional harmless against any and all losses, expenses, damages, claims, and actions, which arise out of the actions of Client, its directors, officers, members, managers, affiliates, partners, agents, servants, and employees.
- b. **CONFIDENTIALITY:** It is understood and agreed by Professional and Client that this Agreement is confidential. Professional and Client shall not, without written consent, unless required by law, divulge any part of this Agreement. This includes, without limitation, the commission rate and any other information that a reasonable person would expect to be held in confidence. Each Party agrees that neither it nor its staff will: a) copy or remove any Confidential Information from the disclosing Party's premises; b) use any Confidential Information for its benefit or the benefit of any third party without the disclosing Party's prior written consent.
- c. **CONFIDENTIAL INFORMATION:** Each Party will maintain the confidentiality of all Confidential Information and safeguard it against loss or disclosure. The Parties' obligations pursuant to this section shall survive termination of this Agreement. The Parties' rights for breach of this Section shall survive termination of this Agreement. In the event of a breach of this Section, the non-breaching party will be entitled to injunctive relief in addition to all other remedies provided for under this Agreement or available at law.
- d. **NO SOLICITATION:** During the term of this Agreement and continuing for a period of six (6) months thereafter, Client agrees not to knowingly solicit, employ or attempt to solicit or employ in any capacity, either directly or indirectly, any employee of Professional or otherwise directly or indirectly solicit or induce such person to leave his or her employment.

## G. ASSIGNMENT OF ACCOUNTS

- a. **EFFECTIVE DATE OF ASSIGNMENT:** Referral of an account by Client to Professional shall become effective as an Assignment upon Acknowledgment.
- b. **MASTER ASSIGNMENT AGREEMENT:** Client will from time to time refer Accounts to Professional for collection. Upon Acknowledgment of such Referral the Account shall become effective as an Assignment of such Account as though a separate written Assignment had been executed and delivered assigning such Account by Client to Professional. Professional may request additional Assignment forms for business purposes and Client agrees to sign such Assignment forms that are consistent with this Agreement. For valuable consideration received under this Agreement, and subject to the Termination and Cancellation provisions of this Agreement, Client grants, assigns and transfers and sets over all of Client's rights, title and interest to the Accounts including but not limited to principal, interest, costs and fees to Professional, and authorizes Professional to enforce any of Client's rights to compromise and settle said debts within Professional's delegated authority, and to endorse and collect any money order, check or other instrument received in Client's name for payment for said debts.

## H. COLLECTION AUTHORITY

- a. **COLLECTION AUTHORITY:** Professional shall have full power and authority to endorse and collect any check, money order, and other instrument in payment of any Accounts referred to Professional.
- b. **LEGAL AUTHORITY:** Please check one:
- Professional shall have authority to institute legal collection action on any Account assigned by Client and to bring such legal action in the name of Professional. Any agreement agreeing otherwise regarding a specific individual Account shall not invalidate the power and authority detailed in this section.
  - Professional shall submit Accounts, individually or in a batch of multiple Accounts, to Client for Client's sole approval of legal collection action for those Accounts. If approved, Professional shall bring such legal action in the name of Professional. Any agreement stating otherwise regarding a specific individual Account shall not invalidate the power and authority detailed in this section.
  - Professional shall not institute legal collection actions on any Accounts.
- c. **FORWARD AUTHORITY:** FORWARD AUTHORITY: Professional may, at its discretion, forward Client Accounts to an external collection agent, agency, or attorney to enforce collection.

## I. PAYMENTS

- a. **FUNDS RECEIVED BY PROFESSIONAL:** Professional shall deposit all funds collected on Client's behalf less amounts due to Professional by Client, into a dedicated client trust account. Professional shall remit monthly, via ACH, amount owed to Client.
- b. **FUNDS RECEIVED BY CLIENT:** Client shall notify Professional of any monies paid directly to Client on any Account previously referred to Professional within five (5) business days of receiving such payment. For each such payment made directly to Client, Professional shall be authorized to retain and deduct from client trust remittance the applicable amount due.

## J. COMPENSATION AND COSTS

- a. **FULL COLLECTION SERVICE:** A commission rate of 17.5% shall be paid to Professional for services rendered under this Agreement on principal payments received by either Professional or Client, with the exception of subsections b, c and d below.
- b. **LEGAL COLLECTION SERVICE:** A commission rate of 17.5% shall be paid to Professional on principal payments received on referred Accounts that Professional has filed a court action or has incurred legal expense.
- c. **FORWARDING COLLECTION SERVICE:** A commission rate of 17.5% shall be paid to Professional on principal payments received on referred Accounts that Professional has forwarded to a collection agent, agency, or investigator to enforce collection.
- d. **BANKRUPTCY & ESTATE COLLECTION SERVICE:** A commission rate of 17.5% shall be paid to Professional on principal payments received on referred Accounts that result in participation in any court action, including but not limited to probate, a small estate, claims, or bankruptcy.

- e. **SECOND PLACEMENT ACCOUNTS:** A commission rate of 17.5% shall be paid to Professional on principal payments received by either Professional or Client on referred Accounts that have been previously referred by other collection agencies.
- f. **INTEREST:** As allowed by law, Professional shall accrue interest on Assigned Accounts at the applicable rate. Interest that is accrued both prior to and after placement with Professional and collected will be split at the rates outlined in section J. a-e.
- g. **COLLECTION FEES – GOVERNMENT CLIENTS ONLY:** Pursuant to ORS 697.105, Client may add a collection fee to Assigned Accounts up to but not exceeding the amount allowed by law. Client warrants that it has complied with all statutory prerequisites before adding any collection and/or assigning an Account to Professional. A commission rate of 17.5% shall be paid to Professional on collection fees received by either Professional or (please check one)
- Client does not wish to add statutory collection fees on Assigned Accounts.
  - Not applicable, Client is not a government entity or no statutory fee is authorized.
- h. **COSTS & LEGAL FEES:** Professional shall pay its own costs, court costs, and legal fees associated with the collection of Accounts pursuant to this Agreement. Professional shall retain all attorney fees, court costs, post-judgment interest and other fees expended in collection of Accounts.

## K. CANCELLATION POLICY:

Client shall have the right to cancel assignment of Accounts, at no expense to Client; provided, however, Accounts for which Professional has expended legal fees and costs cannot be cancelled until Client reimburses the amount of such legal fees and costs to Professional and Accounts into which a payment plan has been entered cannot be cancelled until Client pays a commission to Professional for the full amount of the payment plan.

## L. TERMINATION:

This Agreement shall be effective as of the date first shown above and continue in effect until terminated. If Professional breaches any provision of this Agreement and if such breach is not cured within a reasonable period after receiving written notice from Client specifying such breach in reasonable detail, Client shall have the right to terminate this Agreement by giving written notice. Either Party may terminate this Agreement by giving at least thirty (30) days prior written notice of intent to terminate and therefore cancel all Accounts with Professional; however, Accounts cancelled by Client are subject to the above Cancellation Policy in Section K.

**M. MISCELLANEOUS**

- a. ENTIRE AGREEMENT: This Agreement, including any attachments, constitutes the entire Agreement and supersedes all prior agreements and understandings, both written and oral, between Professional and Client with respect to the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by the Parties or their respective successors and assignees, if any. A waiver of any provision of this Agreement must be signed by the Party against whom enforcement of that waiver is sought. No waiver of any right or obligation under this Agreement by any Party on any occasion shall be deemed to operate as a waiver on any other occasion.
- b. SEVERABILITY: It is understood, and agreed, by Professional and Client that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Professional and Client shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. TRANSFER: The Parties' rights and responsibilities pursuant to this Agreement inure to each Party's successors and assigns.
- d. GOVERNING LAW & VENUE: This Agreement shall be governed and construed in accordance with the laws of the state of Washington, and the obligations, rights and remedies of the Parties hereunder shall be determined in accordance with the laws of the state of Washington. Professional and Client each irrevocably consent to the exclusive jurisdiction and venue of any state court within Clark County, Washington, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein.

COUNTERPARTS: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one of the same instrument.

NOTICES: Notices by Professional and Client about this Agreement must be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the following addresses:

To Professional:	To Client:
Professional Credit Service	City of Sweet Home, OR
General Counsel	Attn: Kelcey Young
400 International Way	1950 Main St
Ste 100	Sweet Home OR97386
Springfield, OR 97477	

- g. COURT COSTS & EXPENSES: The prevailing Party shall be entitled to reasonable attorney fees and court costs incurred by reason of enforcing any of the provisions of this Agreement at trial and on appeal.
- h. SECTION HEADINGS: Section headings are for convenient reference only and will not affect the meaning or interpretation of any provisions of this Agreement.
- i. AUTHORITY: The individuals executing this Agreement represent and warrant that they are authorized to execute this Agreement on behalf of the Parties hereto.

**PROFESSIONAL CREDIT SERVICE**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Ginger Patmore	CFO
_____ Print Name & Title	

City of Sweet Home, OR

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Kelcey Young	City Manager
_____ Print Name & Title	



# REQUEST FOR COUNCIL ACTION

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**Title:** Agreement with the Sweet Home Senior Center for the Transportation Program

**Preferred Agenda:** May 23, 2023

**Submitted By:** Julie Fisher, Administrative Services Manager

**Reviewed By:** Kelcey Young, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion X Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** Type Code/Policy Here

**Towards Council Goal:** Goal #. #: State goal here

**Attachments:** Transportation Operation Agreement

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**Purpose of this RCA:**

The Operating Grant Agreement No. 31908 is the agreement between ODOT and the City of Sweet Home for the Senior Center Dial-A-Bus services.

**Background/Context:**

ODOT Rail and Public Transit Division issues the Oregon Public Transit Grant thru the City in order to receive money for the Senior Center Dial-A-Bus Program. The Agreement stipulates the terms and conditions for the Senior Center to receive the Transportation Grant Funds and needs to be renewed biannually.

**The Challenge/Problem:** Should the City continue to act as the pass-through for the ODOT grant funding the Dial-A-Bus program?

**Stakeholders:**

**Citizens:** The Dial-A-Bus program is very beneficial to members of the community who could not otherwise commute to work, healthcare appointments and even shopping.

**Issues and Financial Impacts:**

A local match is required to receive the grant. The proposed 2023/24 budget allocated funds in the General Fund as Public Transit Grant Funds.

**Elements of a Stable Solution:**

A viable method to fund the Dial-A-Bus program would include grants and user fees.

**Options:**

1. Do Nothing.
2. Approve the Agreement with the Sweet Home Senior Center of Sweet Home for the Transportation Program.

3. NOT Approve the Agreement with the Sweet Home Senior Center of Sweet Home for the Transportation Program.

**Recommendation:**

Approve the Agreement with the Sweet Home Senior Center of Sweet Home for the Transportation Program.

# Transportation Program Operation Agreement

THIS AGREEMENT is made and entered into by and between the CITY OF SWEET HOME, an Oregon municipal corporation, herein called "City" and SENIOR CITIZENS OF SWEET HOME, Inc., an Oregon nonprofit corporation, herein called "Senior Center".

WHEREAS, Senior Center is engaged in public transportation and operates an eligible transportation program as identified in the Grant Agreement between the City of Sweet Home and The State of Oregon, Oregon Department of Transportation, Public Transit Division, and

WHEREAS, City has and intends to continue to enter into a State of Oregon 5311 Rural and Small Urban Area Transit Assistance Program Operating Grant Agreements as may be awarded (herein called "Grant Agreements") by and through its Department of Transportation, Public Transit Division (herein referred to as "Division"), and

WHEREAS, this Transportation Program Operation Agreement specifies the terms and conditions for receipt by the Senior Center of Transportation Program from the City, and

WHEREAS, this Transportation Program Grant Agreement will be in full force and effect as long as the City is in receipt of funds from "Grant Agreements" and/or until June 30, 2025.

NOW, THEREFORE, in consideration of the mutual covenants herein, City and Senior Center hereby agree as follows:

City shall pay or cause to be paid from the funds received from the Division under the Grant Agreement to the Senior Center all funds that are eligible for payment under the terms of the Grant Agreement.

Senior Center shall operate its public transportation system and use the funds received in accordance with the terms of the Grant Agreement and the General Provisions, which are attached thereto and by reference incorporated therein. The records of the Senior Center pertaining thereto shall be maintained by the Senior Center and made available to City, Division, and other agencies, as provided in the General Provisions.

Senior Center is and shall act as an independent contractor in the operation of its public transportation system, and not as an agency of nor an employee of the City.

Transportation Program Operation Agreement

Page 2 of 2

Senior Center shall save and hold harmless the City and the State of Oregon, including the Oregon Transportation Commission, the Department of Transportation , Public Transit Division , and their members, officers, agents, and employees from all claims, suits, or actions of whatever nature arising out of the performance of this agreement and said Grant Agreements, except for claims arising out of the negligent acts or omissions of the City of Sweet Home or of the State of Oregon, its employees or representatives.

Senior Center shall make such reports in regard to its public transportation system as may be required by City and may be required by Division.

City shall make such reports to Division as may be required and cooperate with Division and Senior Center in the administration of the Grant Agreement.

Either party may terminate this agreement with ninety (90) days written notice.

Executed by the Senior Citizens of Sweet Home, Inc. by authority of its Board of Directors.

Executed by the City of Sweet Home by authority of its Council.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Senior Citizens of Sweet Home, Inc

City of Sweet Home

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Murya Scherer, President

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Susan Coleman, Mayor

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Dawn Mitchell, Executive Director

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Kelcey Young, City Manager







# REQUEST FOR COUNCIL ACTION

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**Title:** Request for Council Action – Resolution No. 14 for 2023 Council Compensation

**Preferred Agenda:** May 23, 2023

**Submitted By:** Julie Fisher, Administrative Services Director

**Reviewed By:** Kelcey Young, City Manager

**Type of Action:** Resolution X Motion \_\_\_\_ Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** Type Code/Policy Here

**Towards Council Goal:** Goal #.#: State goal here

**Attachments:** Resolution No. 14 for 2023

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**Purpose of this RCA:**

To review Council compensation

**Background/Context:**

On May 3, 2023, Sweet Home Budget Committee members Diane Gerson, Nancy White, and Matthew Bechtel, met to review the current Council compensation and make a recommendation on any change. The committee input meeting was open for public comment. The committee recommended the Council compensation be \$150 per month for each Councilor and \$200 per month for the Mayor.

**The Challenge/Problem:**

Increasing Council compensation to better align with other cities.

**Stakeholders:**

- Citizens – Citizens were given the opportunity for input during the May 3, 2023, meeting on Council compensation.
- Council – Members of the Council spend many hours each month attending events and meetings, and answering questions or concerns of the public. The Council compensation will help compensate for those hours doing City work.

**Issues and Financial Impacts:**

There would be minimal impacts as the compensation would increase from \$75 to \$150 per month per Councilor and from \$85 per month to \$200 per month for the Mayor. The total increase would be \$6,700 per year.

**Elements of a Stable Solution:**

Council compensation that is more in line with other cities for the many hours each member spends doing City work.

**Options:**

1. Option #1 – Do nothing. The Council compensation would not change.
2. Option #2 – Make a motion to Approve Resolution No. 14 for 2023
3. Option #3 – Make a motion to change the Council compensation to a different amount.

**Recommendation:**

Option #2 - Make a motion to approve Resolution No. 14 for 2023.

**RESOLUTION NO. 14 FOR 2023**

**A RESOLUTION ADOPTING THE COMPENSATION FOR THE SWEET HOME CITY COUNCIL AND MAYOR.**

WHEREAS, the Sweet Home City Council member is currently compensated \$75 per month; and

WHEREAS, the Sweet Home Mayor is currently compensated \$85 per month; and

WHEREAS, to acknowledge the many hours of service each councilor and the Mayor provides to the City, it has been recommended that the compensation be increased; and

WHEREAS, the City Council agrees that to avoid any appearance of self-interest, any revisions to the compensation of either mayor or council member should be based on a recommendation of an independent advisory committee, and

WHEREAS, a meeting for community input was scheduled and charged with reviewing the pros and cons of any pay increase, fairness, review of other jurisdiction's practices, and Sweet Home's specific community interests, and

WHEREAS, the community members met on May 3, 2023, and made a recommendation that the council compensation be increased to \$150 for a council member \$200 for Mayor per month, for their term of office.

NOW, THEREFORE, THE CITY OF SWEET HOME DOES RESOLVE AS FOLLOWS:

The Sweet Home City Council compensation shall be to \$150 per month for a City Council member and \$200 per month for the Mayor during their term of office.

This resolution takes effect on June 16, 2023 to coincide with the City of Sweet Home's pay period.

PASSED by the Council and approved by the Mayor this 23<sup>rd</sup> day of May, 2023.

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Mayor

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City Manager – Ex Officio City Recorder



# CITY OF SWEET HOME COUNCIL COMPENSATION REVIEW COMMITTEE MINUTES

May 03, 2023, 4:00 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

## Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

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## Meeting Information

### Call to Order

The meeting began at 4pm.

### Roll Call

Diane Gerson  
Matthew Betchel  
Nancy White

### STAFF

Julie Fisher, Administrative Services Manager  
Kelcey Young, City Manager

### New Business:

a) Council Compensation Discussion

City Manager Young explained that staff is seeking input on the City Council compensation. The Committee recommendation will be brought to the City Council and public input will be allowed. City Manager Young gave a brief history on the council compensation which has not been increased since the 70s. Staff recommendation to the committee is \$250 per month for Mayor and Councilors \$200.

The citizen committee recommended \$150 for the Council and \$200 for the Mayor.

### Adjournment

The meeting ended at 4:14 PM.

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Chair – Diane Gerson

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Date:



# REQUEST FOR COUNCIL ACTION

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**Title:** Information Only – Economic Development Event Support Grant Process

**Preferred Agenda:** May 23, 2023

**Submitted By:** Julie Fisher, Administrative Services Manager

**Reviewed By:** Kelcey Young, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion \_\_\_\_ Roll Call \_\_\_\_ Other x\_\_\_\_

**Relevant Code/Policy:** Type Code/Policy Here

**Towards Council Goal:** Resolution No. 5 for 2023 – Economic Strength – Create a Program for Obtaining Grants

**Attachments:** Economic Development Event Support Grant Application

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**Purpose of this RCA:**

For information only.

**Background/Context:**

As per Council's request, staff has created an application for Economic Development Event Support.

**The Challenge/Problem:**

How does the Council process financial requests from events providing an Economic Development benefit to the community.

**Stakeholders:**

- Council – Council will have a process in place for Economic Development requests.
- Staff – Staff approved the attached application and will review applications for Economic Development Support Funding.
- Event Planners Seeking Funding– Those wishing for City support for their events will have a clear process to follow,

**Issues and Financial Impacts:**

Events supported by the City will be paid using Economic Development Funds.

**Elements of a Stable Solution:**

Clear and consistent process for event support by the City.



## City of Sweet Home Event Support Grant Program

Grants will be awarded for the purpose of **generating increased visitation and economic impact** for the City through the support of major events including but not limited to, conferences, reunions, meetings, sporting events & tournaments, and complimentary festivals and events.

The intention of this program is to help launch events with the idea that events will become self sufficient as time goes on. Therefore, the following not to exceed amounts are below:

**1<sup>st</sup> year up to \$10,000**

**2<sup>nd</sup> year up to \$7,500**

**3<sup>rd</sup> year up to \$5,000**

**Total not to exceed \$20,000 for any one event**

The goals of the Sweet Home Event Support Grant Program include:

- **To attract and retain events that generate significant visitor spending in Sweet Home**
- **Increase attendance by gaining a new demographic of visitors with additional event offerings, including participants and spectators.**
- **Maximize the economic return on public and private investments for travel and tourism destinations in Sweet Home through capturing of meetings, conferences, and special events.**

Eligible organizations include, but are not limited to event organizers, host organizations, local organizing committees, chapter branches, sports associations, both non-profit and for-profit.

**For consideration, grant applications must provide the following:**

1. Name of event: \_\_\_\_\_
2. Date of event: \_\_\_\_\_
3. Description of event: \_\_\_\_\_  
\_\_\_\_\_
4. How many visitors do you believe this will bring to Sweet Home? \_\_\_\_\_
5. How will this event improve the reputation of Sweet Home? \_\_\_\_\_  
\_\_\_\_\_
6. How much money are you requesting? \_\_\_\_\_
7. What is the overall budget of the event? \_\_\_\_\_

Applications that have addressed all requirements above will be considered. Applications that reflect collaboration with multiple partners on the project are highly desired.

Initiatives completed using Event Grant Funds must acknowledge such financial support by including the City of Sweet Home logo on marketing materials, website landing pages, signage at events, event programs, and include the City of Sweet Home's landing page/ad on all registration websites and welcome packets.



# REQUEST FOR COUNCIL ACTION

**Title:** Safe Routes to School Hwy 228/2<sup>nd</sup> Avenue Pedestrian Crossing Construction Contract

**Preferred Agenda:** May 23, 2023

**Submitted By:** Blair Larsen, Community & Economic Development Director

**Reviewed By:** Kelcey Young, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion X Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** N/A

**Towards Council Goal:** Aspiration I: Desirable Community; Aspiration III: Viable and Sustainable Infrastructure; Goal 3.2: Community Safety

**Attachments:** Holley Rd/2<sup>nd</sup> Ave SRTS Construction Contract  
SRTS Hwy 228 Grant Agreement  
SRTS Hwy 228 RRFB Project Map

## **Purpose of this RCA:**

The purpose of this RCA is to request approval of an engineering contract for the Safe Routes to School Hwy 228/2<sup>nd</sup> Avenue Pedestrian Crossing.

## **Background/Context:**

In late 2020 the City applied for and received a Safe Routes to School (SRTS) grant for the construction of a pedestrian crossing with rectangular rapid flashing beacons (RRFB) at the intersection of Highway 228 and 2<sup>nd</sup> Avenue. Soon after the City received grant approval, ODOT began their ADA ramp project that is still ongoing throughout the City. Since the concrete work for this project would be completed as part of the ADA ramp project, Staff decided to wait until construction of the new ramps at this intersection was completed before proceeding with the SRTS project. Construction of new ADA ramps at the intersection of Highway 228 and 2<sup>nd</sup> Avenue has been completed.

In January, the City Council approved the engineering contract with Civil West to complete the engineering for the RRFB portion of the project. Civil West issued an RFP for the procurement and installation of the equipment. The attached contract has been signed by the low-bidder, Aaken Corporation.

## **The Challenge/Problem:**

How does the City meet improve safety for pedestrians, especially children walking to school?

## **Stakeholders:**



- Sweet Home Residents – Residents, especially young children, need safe ways across busy roads.
- Sweet Home City Council – The City Council is responsible for ensuring that City rights-of-way contain the infrastructure improvements needed to meet the needs of residents, businesses, and visitors.
- ODOT – ODOT issues Safe Routes to Schools grants to cities to fund pedestrian improvements that will ensure safe travel of children to and from school.

**Issues and Financial Impacts:**

The original application proposed a budget of nearly \$118,000 for this project, however a significant portion of the work has already been completed by ODOT, leaving only the RRFBs. The engineering contract with Civil West amounted to \$11,193. The proposed construction contract with Aaken Corporation amounts to \$59,500, putting the project well within budget, 80% of which will be funded by the grant. ODOT also has additional funds that may be tapped to cover the remaining 20% match. This leaves a financial impact to the City of possibly \$0, or up to \$14,138.60. This amount is easily within the current budget for this project.

**Elements of a Stable Solution:**

A stable solution includes approving a construction contract for this project.

**Options:**

1. Do Nothing – If the Council chooses to do nothing, then no agreement for engineering services would be made for this project, and the pedestrian crossing would not be constructed.
2. Authorize the City Manager to sign the attached construction contract with Aaken Corporation – Once the agreement is fully executed, Aaken Corporation will begin procurement and installation of the RRFBs.
3. Direct Staff to research other ways to accomplish the same goals.

**Recommendation:**

Staff recommends option 2: Authorize the City Manager to sign the attached construction contract with Aaken Corporation

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **City of Sweet Home** (“Owner”) and **Aaken Corporation** (“Contractor”). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Installation of two solar powered rectangular rapid flashing pedestrian crossing signals.**

## **ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Holley Rd & 2<sup>nd</sup> Ave RRFB Crosswalk Improvements**

## **ARTICLE 3—ENGINEER**

- 3.01 The Owner has retained **Civil West Engineering Services, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Civil West Engineering Services, Inc.**

## **ARTICLE 4—CONTRACT TIMES**

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.03 *Contract Times: Days*
- A. The Work will be substantially complete within **60** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90** days after the date when the Contract Times commence to run.
- 4.05 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$400** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$300** for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### **ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization, Bonds, and Insurance	LS	1	\$5,500.00	\$5,500.00
2	Construction Facilities and Temporary Controls	LS	1	\$5,000.00	\$5,000.00
3	Demolition and Site Preparation	LS	1	\$5,000.00	\$5,000.00
4	Solar Powered RRFB, Accessories, Excavation, and Installation	EA	2	\$20,000.00	\$40,000.00
5	Landscape and Misc. Restoration	LS	1	\$4,000.00	\$4,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$59,500.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment **\$59,000.00**.)
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **90** percent of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of **3.5** percent per annum.

## **ARTICLE 7—CONTRACT DOCUMENTS**

### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. ODOT specifications as incorporated.
  6. Drawings (not attached but incorporated by reference) consisting of **6** sheets with each sheet bearing the following general title: **Holley Rd & 2<sup>nd</sup> Ave RRFB Crosswalk Improvement**.
  8. Addenda (numbers **[number]** to **[number]**, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages \_\_ to \_\_, inclusive)

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

#### 8.04 *Other Provisions*

- A. Pursuant to ORS 279C.505(1) – Contractor shall make payment promptly, as due, to all persons supplying the Contractor with labor or materials for the performance of the work provided for in the contract. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.
- B. Pursuant to ORS 279C.505 (2) – Contractor certifies that it has an employee drug testing program in place.
- C. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. Other provisions of ORS 279C.515 and ORS 279C.580 concerning payments also apply.
- D. Contractor shall comply with hours of labor rules Pursuant to ORS 279C.520, 279C.540, and 279C.545.
- E. Per ORS 279C.530, Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state).
- F. Contractor certifies, and it shall be a condition of the Contractor’s bond as provided by ORS 279C.800 to 279C.870, that in performing the Agreement Contractor will pay and cause to be paid not less than the prevailing wages as of the date of the bid, per hour, per day and per week, for each and every person who may be employed in the performance of this Agreement.
- G. Public Works Bond – Contractor shall have a public works bond filed with the Oregon Construction Contractors Board before starting Work on the Project unless exempt under ORS 279C.836. Contractor shall include in every subcontract a provision requiring every subcontractor to have a public works bond filed with the Oregon CCB before starting Work on the project unless exempt under ORS 279C.836.
- H. Contractor shall defend, hold harmless and indemnify Owner, its officers, agents, engineers, attorneys and employees from any and all losses, liability, damages, costs, expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs), claims, suits or actions whatsoever in nature, including intentional acts, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this Agreement.



- I. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument. Such waiver, alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for the purpose given, and shall be valid and binding only if it is signed by all parties to this Agreement. The failure of Owner to enforce any provision of this Agreement shall not constitute a waiver by the Owner of that or any other provision.
- K. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any litigation between the Owner and the Contractor arising out of or related to this Agreement which is not resolved pursuant to SGC 16.01 shall be brought and maintained solely and exclusively in the Circuit Court of the State of Oregon for Curry County. Provided, if any litigation arising under the Agreement must be brought in a federal forum, it shall be brought and maintained solely and exclusively in the United States District Court for the District of Oregon in Eugene, Oregon. Contractor hereby consents to the personal jurisdiction of all courts within the State of Oregon.
- L. Merger. This Agreement, which includes all Contract Documents as identified herein, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, regarding this Agreement, except as specified or referenced herein. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- M. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner:  
City of Sweet Home  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: Kelcey Young  
*(typed or printed)*

Title: City Manager  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Blair Larsen, Community & Economic  
Development Director  
*(typed or printed)*

Address for giving notices:  
City of Sweet Home  
3225 Main Street  
Sweet Home, OR 97386

Designated Representative:  
Name: Blair Larsen  
*(typed or printed)*  
Community & Economic  
Title: Development Director  
*(typed or printed)*

Address:  
City of Sweet Home  
3225 Main Street  
Sweet Home, OR 97386

Phone: 541-818-8036

Email: blarsen@sweethomeor.gov  
*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:  
Aaken Corporation  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: 05/16/2023  
*(date signed)*

Name: Andy Vogt  
*(typed or printed)*

Title: General Manager  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: Secretary  
*(typed or printed)*

Address for giving notices:  
1260 NE 1<sup>st</sup> St  
Bend, OR 97701

Designated Representative:  
Name: Andy Vogt  
*(typed or printed)*  
Title: General Manager  
*(typed or printed)*

Address:  
32756 Belts Dr  
Harrisburg OR 97446

Phone: 541-520-1244

Email: Andy@AakenCorp.com  
License No.: 170901  
*(where applicable)*

State: Oregon

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**GRANT AGREEMENT**  
**OREGON DEPARTMENT OF TRANSPORTATION**  
**SAFE ROUTES TO SCHOOL PROGRAM (SRTS)**  
**Project Name: Oak Heights Elementary - Highway 228 Rapid Flashing Beacon**

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and City of Sweet Home, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end five (5) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
  - a. Exhibit A: Project Description, Key Milestones, Schedule and Budget**
  - b. Exhibit B: Recipient Requirements**
  - c. Exhibit C: Subagreement Insurance Requirements**
  - d. Exhibit D: Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus)**

Exhibits A, B and C are attached to this Agreement. Exhibit D is incorporated by reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Project Cost; Grant Funds.** The total estimated Project cost is \$147,312. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$117,812 (the “Grant Funds”). In addition to the Grant Funds, and upon Recipient’s written request, ODOT shall provide Recipient \$29,462.40 in funds available to Recipient under ORS 366.514 (“Bike/Ped Funds”) for the portion of the Project on or along the state highway system. Recipient will be responsible for all Project costs not covered by the Grant Funds and Bike/Ped Funds.
- 4. Project.**
  - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).

- b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).
  - i.** Eligible Costs are actual costs of Recipient to the extent those costs are:
    - A.** reasonable, necessary and directly used for the Project;
    - B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
    - C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
  - ii.** Eligible Costs do NOT include:
    - A.** operating and working capital or operating expenditures charged to the Project by Recipient;
    - B.** loans or grants to be made to third parties;
    - C.** any expenditures incurred before the Effective Date or after the Availability Termination Date; or
    - D.** costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
- c. Project Change Procedures.**
  - i.** If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a written request to [SRTSProgramMailbox@odot.state.or.us](mailto:SRTSProgramMailbox@odot.state.or.us). The request for change must be submitted before the change occurs.
  - ii.** Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT’s approval of a Recipient’s request for change. A request for change may be rejected at the sole discretion of ODOT.

## **5. Reimbursement Process and Reporting.**

- a.** ODOT shall reimburse Recipient for 80 percent of Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT’s receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.

- b.** Recipient must submit to ODOT its first reimbursement request within two (2) years of the Effective Date.
- c.** Each reimbursement request shall be submitted on ODOT's Reimbursement request form <https://www.oregon.gov/ODOT/Forms/2ODOT/7373558.docx> to the SRTSProgramMailbox@odot.state.or.us and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.
- d.** ODOT shall disburse the entirety of the Bike/Ped Funds to Recipient within 45 days of Recipient's written request.
- e.** Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.
- f.** Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until both (i) its SRTS Program Manager, or designee, has completed the final review and accepted the Project as complete and (ii) Recipient and ODOT staff have signed the Recommendation of Acceptance Form (ODOT Form No. 737-3560).
- g.** ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i.** ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii.** Recipient is in compliance with the terms of this Agreement.
  - iii.** Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- h.** Recovery of Grant Funds.
  - i.** Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date ("Unexpended Funds") or (ii) expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

- ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of Sections 9(b)(i), 9(b)(ii), 9(b)(iii) or 9(b)(vi), Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.

i. Reporting

- i. Quarterly Reports. Recipient shall submit quarterly progress reports to ODOT using a format that ODOT provides. Recipient must submit the reports to SRTSProgramMailbox@odot.state.or.us by the first Wednesday of March, June, September, and December.
- ii. Final Report. Recipient shall submit a final written report (the "Final Report") to SRTSProgramMailbox@odot.state.or.us that identifies how hazards have been reduced to children walking or bicycling to and from school as a direct result of this Project. Recipient must submit the Final Report within six (6) months after the Project Completion Date. Recipient's obligation to provide the Final Report will survive Agreement expiration.

6. **Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment,

declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

## 7. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

## 8. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.



- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's subagreement with the Contractor and to name ODOT as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

**b. Subagreement indemnity; insurance.**

- i. *Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
- iii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- iv. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the

insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.

- v. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
  - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
  - i. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Self-Performing Work.** Recipient must receive prior approval from ODOT for any self-performing work.
- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

## 9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
  - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
  - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
  - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
  - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;

- v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

## 10. GENERAL PROVISIONS

### a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. No Third-Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(f). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other

agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- i. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings,

ODOT/Recipient  
Agreement No. 34477

agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**THE PARTIES**, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on December 1, 2020 by the Oregon Transportation Commission.

**Signature Page to Follow**

ODOT/Recipient  
Agreement No. 34477

City of Sweet Home, by and through its elected officials

By Ray Towry  
(Legally designated representative)

Name Ray Towry  
(printed)

Date 15 Jan 21

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL  
(If required in Recipient's process)**

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Ray Towry  
3225 Main St.  
Sweet Home, OR 97386  
(541) 367-8969  
[rtowry@sweethomeor.gov](mailto:rtowry@sweethomeor.gov)

**ODOT Contact (SRTS):**

LeeAnne Fergason  
555 13<sup>th</sup> Street NE  
Salem, OR 97301-4178  
Phone: 503-986-5805  
[LeeAnne.Fergason@odot.state.or.us](mailto:LeeAnne.Fergason@odot.state.or.us)

STATE OF OREGON, by and through its Department of Transportation

By Karyn Criswell  
Public Transportation Division Administrator

Name Karyn Criswell  
(printed)

Date 7-1-21

**APPROVAL RECOMMENDED**

By LeeAnne Fergason  
Safe Routes to School Program Manager

Name LeeAnne Fergason  
(printed)

Date 6.23.21

By Kevin J. Haas  
State Traffic-Roadway Engineer

Digitally signed by HAAS Kevin J  
Date: 2021.06.17 16:24:50 -06'00'

Date June 17, 2021

**APPROVED AS TO LEGAL SUFFICIENCY**

By Sam Zeigler via email saved in file  
Assistant Attorney General

Date January 7, 2021

## EXHIBIT A

### Project Description, Key Milestones, Schedule and Budget

Agreement No. 34477

**Project Name:** Oak Heights Elementary - Highway 228 Rapid Flashing Beacon

#### **A. PROJECT DESCRIPTION**

Highway 228 approximately between 2nd Avenue and 3rd Avenue.

This Project will construct ramps on both sides of the crosswalk and install a rapid flashing beacon.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 4.

#### **B. PROJECT KEY MILESTONES AND SCHEDULE**

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone 1, Scoping and planning, nor Key Milestone 2, Project completion, can be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 2 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to SRTSProgramMailbox@odot.state.or.us as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion (Key Milestone 2).

**Table 1: Key Milestones**

<b>Key Milestone</b>	<b>Description</b>	<b>Estimated Due Date</b>
<b>1</b>	<b>Scoping and planning</b>	<b>7/13/2021</b>
<b>2</b>	<b>Project completion (Project must be completed within 5 years of agreement execution.)</b>	<b>6/28/2022</b>



## **EXHIBIT B**

### **Recipient Requirements**

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.

2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.

3. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.

#### **4. Americans with Disabilities Act Compliance**

a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):

i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;

ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;

iii. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
  - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
  - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:  
  

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
  - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
  - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c.** Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 4 shall survive termination of this Agreement.

**5. Work Performed within ODOT’s Right of Way**

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If the Project includes traffic control devices (see ODOT’s Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT’s District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

**6. General Standards**

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program’s investment meets the intent of the application and the Program.

**7. Land Use Decisions**

- a. Recipient shall obtain all permits, “land use decisions” as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a “Land Use Decision” and collectively, “Land Use Decisions”).

- b. If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a “Disbursement Suspension”) and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d. This Section 7 is in addition to, and not in lieu of, ODOT’s rights and remedies under Section 5.h (“Recovery of Grant Funds”) of this Agreement.

**8. Website**

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the ODOT Contact in writing when the link changes during the term of this Grant Agreement.

**9. Photographs**

Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

## **EXHIBIT C**

### **Subagreement Insurance Requirements**

#### **1. GENERAL.**

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

#### **2. TYPES AND AMOUNTS.**

##### **a. WORKERS COMPENSATION.**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

##### **b. COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

**c. AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering Contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

**d. ADDITIONAL INSURED.**

The Commercial General Liability Insurance and Automobile Liability Insurance must include the “**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**” as an **endorsed** Additional Insured but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**e. “TAIL” COVERAGE.**

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

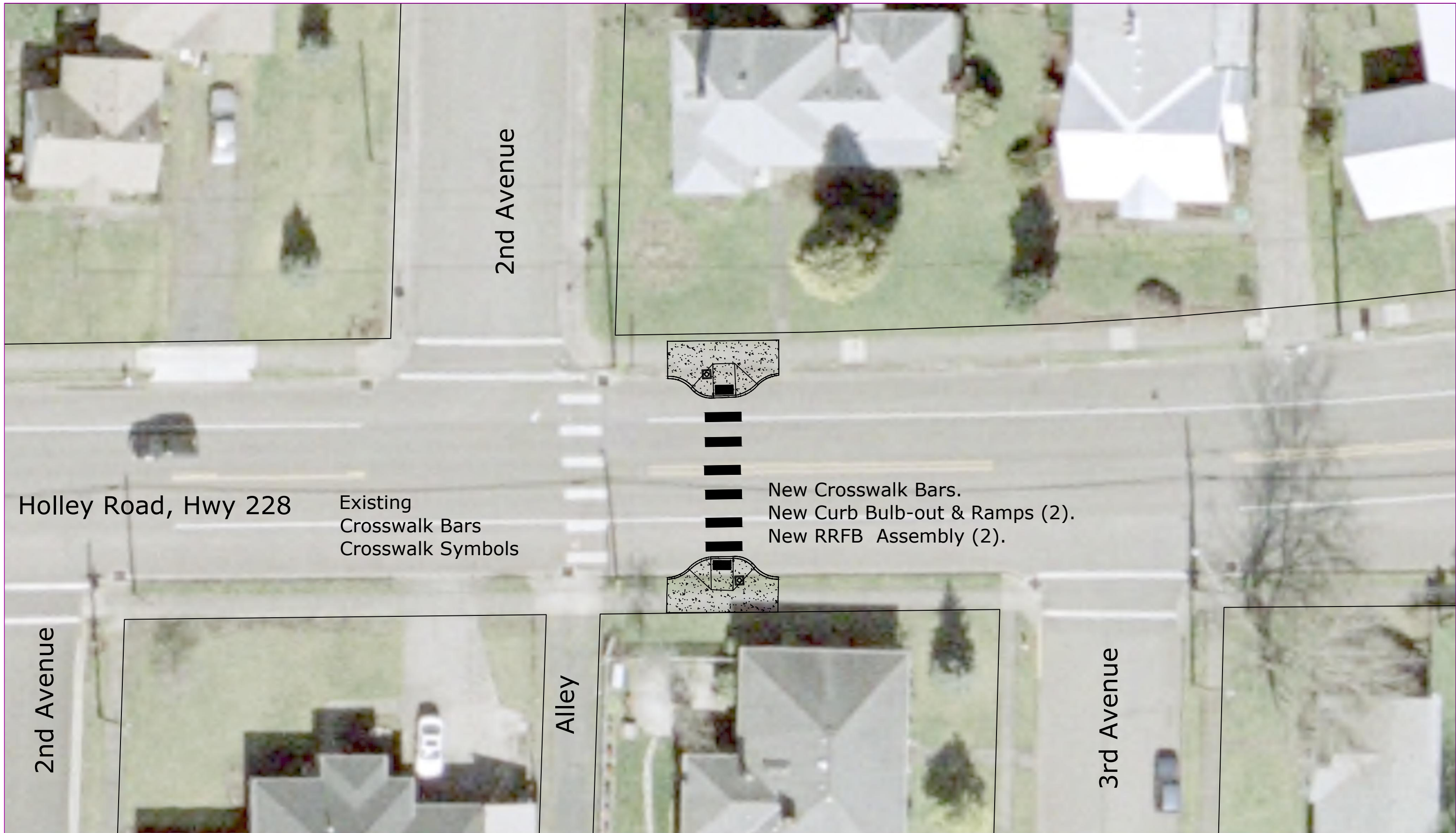
**f. NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**g. CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

**The Recipient shall immediately notify ODOT of any change in insurance coverage.**



2nd Avenue

Holley Road, Hwy 228

Existing  
Crosswalk Bars  
Crosswalk Symbols

New Crosswalk Bars.  
New Curb Bulb-out & Ramps (2).  
New RRFB Assembly (2).

2nd Avenue

Alley

3rd Avenue







# CITY OF SWEET HOME CITY COUNCIL MINUTES

April 25, 2023, 6:30 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WiFi Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

## Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

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## Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call in to 1-971-203-2871, choose option #1 and enter the meeting ID to be logged in to the call. Meeting ID: **226 531 982#**

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

## Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 PM.

## Roll Call

### PRESENT

Mayor Susan Coleman  
President Pro Tem Greg Mahler  
Councilor Dave Trask  
Councilor Lisa Gourley  
Councilor Angelita Sanchez  
Councilor Dylan Richards  
Councilor Josh Thorstad

### STAFF

City Manager Kelcey Young  
Administrative Services Manager Julie Fisher  
Communications Manager Adam Leisinger  
Community and Economic Development Director Blair Larsen  
Public Works Director Greg Springman  
Police Chief Jason Ogden  
Police Captain Ryan Cummings  
Library Services Director Megan Dazey

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*The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.*

MEDIA  
Benny Westcott, The NE

**Consent Agenda:**

Motion made to approve the consent agenda by President Pro Tem Mahler, Seconded by Councilor Richards.

Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Richards, Councilor Thorstad

- a) Request for Council Action - 9<sup>th</sup> Avenue Waterline Replacement Project – Contingency Budget
- b) 10<sup>th</sup> Avenue Electric Vehicle Charging Station Contract
- c) Application for Naming Publicly Owned Facilities: Graybill Plaza
- d) Request for Council Action - Resolution No. 6 for 2023 - Procurement Policy

Approval of Minutes:

- a) 2023-03-28 City Council Minutes
- b) 2023-04-11 City Council Minutes - WS

**Recognition of Visitors and Hearing of Petitions:**

- a) Communication Regarding Police Involvement in Schools

Robert Egner spoke to the Council on the unacceptable situation at Foster School and the communication failures on the part of the School District and the City.

City Manager Young stated as a parent of a child at Foster School, she has empathy for parents and stated the communication could have been improved. City Manager Young commended the officers. Moving forward the City and the School District will make sure to better inform the community of any incident of concern regarding the safety of children and schools. City Manager Young thanked Captain Ryan Cummings and Police Chief Jason Ogden.

Chief Ogden apologized for the lack of communication. He stated on Sunday, March 19<sup>th</sup> a resident near Foster School experienced a mental health crisis and was taken into protective custody. The resident stated he had firearms in the home. The Police requested an Extreme Risk Protection Order from the Judge to remove and firearms. Later, during the removal of the firearms from the home, officers noticed what looked like bullet holes in a window and determined there were shots fired from the home towards Foster School. Criminal charges were filed.

The Council expressed their concerns for the safety of our schools and children.

- b) Chamber of Commerce Presentation

Lagea Mull, Executive Director of the Chamber of Commerce, presented the Triennial Report of the Visitor's Center. She presented statistics from the last several months and reported on upcoming events.

- c) FAC Presentation

Brock Byers, reported shelter statistics from FAC. He noted for being a conservative community, Sweet Home has been the most progressive in Oregon addressing issues regarding homelessness. Sweet Home has the first low barrier shelter in Linn County and the only shelter that allows pets. Brock Byers reported on availability, statistics of the visitors, data on emergency service calls compared to call volume before FAC opened.

**Old Business:**

None

**New Business:**

- a) Mental Health Month Proclamation  
Mayor Colman read the proclamation regarding May as Mental Health Awareness Month.
- b) Proclamation - National Day of Prayer  
Mayor Coleman read the proclamation regarding the National Day of Prayer.
- c) Request for Council Action – Resolution No. 5 for 2023 - City Council FY 2023-2024 Goals  
City Manager Young introduced the Council Goals as identified by the Council during the City Council Work Session.  
Motion to approve Resolution No. 5 for 2023 - Adopting the Vision Statement, Mission Statement and City Council Goals made by President Pro Tem Mahler, Seconded by Councilor Richards.  
Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Richards, Councilor Thorstad
- d) Public Hearing: Legislative Amendment LA23-01 (HNA) - Ordinance Bill No. 9 for 2023.  
The Public Hearing was opened at 7:30 PM.  
Mayor Coleman asked the Council if they had any Exparte, Conflict of Interest, or Bias regarding Ordinance Bill No. 9 for 2023. There were none.  
Staff Report - Community and Economic Development Director Blair Larsen reported receiving a grant from DLCDC for a Housing Needs Analysis, which will project needs for housing and includes Buildable Land inventory.  
Consultant Tim Wood, explained the purpose and process, as well as made policy recommendations.  
The floor was open for Public Comment. There was none.  
The Public Hearing was closed at 7:57 PM.  
Motion made to move Ordinance Bill No. 9 for 2023 to first reading by President Pro Tem Mahler, Seconded by Councilor Richards.  
Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Richards, Councilor Thorstad
- e) Public Hearing: Zone Map Amendment ZMA23-01 - Ordinance Bill No. 10 for 2023.  
The Public Hearing was opened at 8:07 PM.  
Mayor Coleman asked the Council if they had any Exparte, Conflict of Interest, or Bias regarding Ordinance Bill No. 9 for 2023. There were none.  
Staff Report - Community and Economic Development Director explained the applicant is changing zoning from R1 to R3 which is the designation on the Comprehensive Map. The Planning Commission held a Public Hearing and recommended approval.  
Testimony in Favor: Eric Lund, the applicant, spoke in favor of the application.  
Testimony in Opposition: None  
Neutral Testimony: None  
The Public Hearing was closed at 8:12 PM.  
Motion to approve the request and move Ordinance Bill No. 10 for 2023 to first reading made by President Pro Tem Mahler, Seconded by Councilor Richards.

Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Richards, Councilor Thorstad

## **Ordinance Bills**

Request for Council Action and First Reading of Ordinance Bills

Ordinance Bill No. 9 for 2023 was read in its entirety.

Motion to move Ordinance Bill No. 9 for 2023 to second reading made by President Pro Tem Mahler, Seconded by Councilor Richards.

Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Richards, Councilor Thorstad

Ordinance Bill No. 10 for 2023 was read in its entirety.

Motion to move Ordinance Bill No. 10 for 2023 to second reading made by President Pro Tem Mahler, Seconded by Councilor Richards.

Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Sanchez, Councilor Richards, Councilor Thorstad

Second Reading of Ordinance Bills

None

Third Reading of Ordinance Bills (Roll Call Vote Required)

None

## **Reports of Committees:**

Ad Hoc Committee on Health

Councilor Gourley reported the committee is actively planning the Health Fair. Western University students are ready to present at the next meeting to report their findings.

Ad Hoc Committee on Arts and Culture

Councilor Gourley reported the committee has met three times now, and she is appreciative of the energy of the members. The committee is working on projects that include painting businesses and adding murals.

Administrative and Finance/Property

- a) 2023-03-23 Administrative, Finance, and Property Committee Minutes

Park and Tree Committee

Councilor Trask reported the Park and Tree Committee is full and he is excited about that.

## **Reports of City Officials:**

City Manager's Report

City Manager Young announced the Budget Committee meeting was set for tomorrow at 6pm. The next City Council Workshop will include training on Land Use. The LOC is offering a Zoom meeting on Urban Renewal Districts and she urged any councilor interested to contact her. City Manager Young reported she is working on funding for emergency shelters for families and children who are experiencing homelessness. City Manager Young announced a Volunteer Fair on June 3rd at Sankey Park and urged anyone interesting in volunteering or any organization who needs volunteers to attend. City Manager Young thanked the community who have utilized her Office Hours, and announced times from 1-2:30 PM on Thursdays.

## Mayor's Report

Mayor Coleman stated that because Councilor Sanchez prompted the Council to declare an emergency regarding homelessness, Linn County also made an Emergency Proclamation. The City and County are now potentially eligible for funding from the State because of those efforts.

Mayor Coleman thanked the efforts of Santiam Sound, who organized a community clean up. Mayor Coleman attended for part of the event and learned there was over 600 pounds of trash collected.

Mayor Coleman congratulated Councilor Richard's sister who signed to play at Pacific College.

## Library Services Director

### Community and Economic Development Director

- a) Community & Economic Development Department Report

## Public Works Director

- a) Public Works Monthly Report

## Finance Director

- a) Finance Department Report - March 2023

## Police Chief

Pro Tem Mahler explained a situation he recently experienced an emergency and did not get an answer twice when he dialed 911. Pro Tem Mahler was concerned and suggested the Police Department dispatch serve all agencies to enhance and improve emergency services in our community.

## City Attorney

None

## **Council Business for Good of the Order**

Councilor Sanchez thanked the Police Department for their part in keeping our schools and community safe. Councilor Sanchez announced today is the last day to register to vote and ballots can be dropped off at City Hall.

## **Adjournment**

The meeting adjourned at 8:32 PM.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder



# CITY OF SWEET HOME CITY COUNCIL MINUTES

May 09, 2023, 6:30 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WiFi Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

## Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

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## Meeting Information

The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, online visit <http://live.sweethomeor.gov>. If you don't have access to the internet you can call 1-971-203-2871, and enter the Meeting ID: 321 716 901#

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

## Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 PM.

## Roll Call

### PRESENT

Mayor Susan Coleman  
President Pro Tem Greg Mahler  
Councilor Dave Trask  
Councilor Lisa Gourley  
Councilor Dylan Richards  
Councilor Josh Thorstad

### ABSENT

Councilor Angelita Sanchez

### STAFF

City Manager Kelcey Young  
Communications Manager Adam Leisinger  
Administrative Services Director Julie Fisher  
Community and Economic Development Director Blair Larsen  
Police Chief Jason Ogden  
Library Services Director Megan Dazey  
City Attorney Robert Snyder

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*The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.*

Public Works Director Greg Springman  
Engineer Technician Trish Rice  
Captain Ryan Cummings

PRESS

Benny Westcott, The New Era

Motion to approve the absence of Councilor Sanchez

Motion made by President Pro Tem Mahler, Seconded by Councilor Richards.

Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Richards, Councilor Thorstad

**Consent Agenda:**

Motion to approve the Consent Agenda

Motion made by Councilor Richards, Seconded by Councilor Gourley.

Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Richards, Councilor Thorstad

- a) Request for Council Action – Police Department Roof Replacement
- b) Request for Council Action – Police Department HVAC Replacement
- c) Application PLA23-01 for Signature

**Recognition of Visitors and Hearing of Petitions:**

None

**Old Business:**

None

**New Business:**

- a) Request for Council Action - Mahler WRF Interim Improvement Project Increased Contingency

Public Works Director Greg Springman stated staff is asking for an increase in contingency for Bodie Construction. Necessary change orders exceeded the 10% contingency funds. Staff is asking for an increase in contingency using State Lottery Funds and ARPA Funding.

Motion made to approve the request by Councilor Gourley, Seconded by Councilor Richards.

Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Richards, Councilor Thorstad

- b) Request for Council Action – Icebox Cookoff Request

Will Garrett with Icebox, presented to Council the request to support the National Jack Daniels BBQ Competition. The event in Sweet Home is the only event of its kind on the West Coast and has been compared to events in Kansas City, Memphis, and Tennessee at the Jack Daniels Distillery. The three day event includes two days open to the public, food, drink, concerts, fireworks and lot of barbecue.

Will asked for a partnership with the City and suggested no decision be made during this meeting.

Motion to give \$5,000 plus in kind support as well as create a process for future donation requests. In kind support was specified to be staff time, additional marketing, parking, and the City Manager can negotiate with Icebox for ways the City could support operation needs.

Motion made by Councilor Gourley, Seconded by Councilor Trask.  
Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Richards, Councilor Thorstad

## **Ordinance Bills**

### Second Reading of Ordinance Bills

- a) Ordinance Bill No. 9 for 2023 - Ordinance No. - An Ordinance Amending Chapter 4 of the Sweet Home Comprehensive Plan and Adopting the Housing Needs Analysis

Ordinance Bill No. 9 for 2023 was read by title only.

Motion to move Ordinance Bill No. 9 for 2023 to third and final reading

Motion made by President Pro Tem Mahler, Seconded by Councilor Richards.  
Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Richards, Councilor Thorstad

- b) Ordinance Bill No. 10 for 2023 - Ordinance No. - An Ordinance Amending the Official Zoning Map.

Ordinance Bill No. 10 for 2023 was read by title only.

Motion to move Ordinance Bill No. 10 for 2023 to third and final reading

Motion made by Councilor Trask, Seconded by Councilor Richards.  
Voting Yea: Mayor Coleman, President Pro Tem Mahler, Councilor Trask, Councilor Gourley, Councilor Richards, Councilor Thorstad

## **Adjournment**

The meeting was adjourned at 6:59 PM.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder





# CITY OF SWEET HOME CITY COUNCIL MINUTES

May 09, 2023, 6:35 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

## Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

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## Meeting Information

The City Council Work Session is open to the public, however public comments will not be heard. To address the City Council, please visit our regular City Council meeting or contact the City Manager's office.

## Call to Order and Pledge of Allegiance

The meeting was called to order at 6:59 PM.

## Roll Call

### PRESENT

Mayor Susan Coleman  
President Pro Tem Greg Mahler  
Councilor Dave Trask  
Councilor Lisa Gourley  
Councilor Dylan Richards (left at 7:30 pm)  
Councilor Josh Thorstad

### ABSENT

Councilor Angelita Sanchez

### STAFF

City Manager Kelcey Young  
City Attorney Robert Snyder  
Community and Economic Development Director Blair Larsen  
Public Works Director Greg Springman  
Police Chief Jason Ogden  
Administrative Services Julie Fisher  
Library Services Director Megan Dazey  
Communications Manager Adam Leisinger

### PRESS

Benny Wescott, The New Era

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*The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.*

**New Business:**

a) Land Use Training

Community and Economic Development Director Blair Larsen presented a training on Land Use. The discussion included Vacant Buildings, Bias, Conflict of Interest, and ExParte and other related land use topics.

**Adjournment**

The meeting adjourned at 8:20 PM.

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Mayor

ATTEST:

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City Manager – Ex Officio City Recorder

**Resolution No. 8 for 2023**

**A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES.**

The City of Sweet Home resolves as follows:

Section 1. Pursuant to ORS 221.770, the city hereby elects to receive state revenues for the fiscal year 2023-2024.

PASSED by the Council and approved by the mayor this 23rd day of May, 2023.

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Mayor

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City Manager, Ex Officio City Recorder

\* I certify that a public hearing before the Budget Committee was held on April 26, 2023 and a public hearing before the City Council was held on May, 23rd, 2023, giving citizens an opportunity to comment on use of State Revenue Sharing.

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City Manager, Ex Officio City Recorder

**Resolution No. 9 for 2023**

**A RESOLUTION CERTIFYING THE CITY PROVIDES FOUR OR MORE SERVICES IN ORDER TO RECEIVE STATE REVENUES.**

WHEREAS, ORS 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

1. Police Protection
2. Fire Protection
3. Street Construction, Maintenance and Lighting
4. Sanitary Sewer
5. Storm Sewers
6. Planning, Zoning and Subdivision Control
7. One or more Utility Services

and;

WHEREAS, city officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760;

NOW, THEREFORE, BE IT RESOLVED, that the City of Sweet Home hereby certifies that it provides the following four or more municipal services enumerated in Section 1, ORS 221.760:

Police Protection  
Street Construction, Maintenance and Lighting  
Sanitary Sewer  
Storm Sewers  
Planning, Zoning and Subdivision Control  
One or more Utility Services

This resolution shall be effective July 1, 2023.

Passed by the Council and approved by the Mayor this 23<sup>rd</sup> day of May 2023.

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Mayor

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City Manager, Ex Officio City Recorder

**Resolution No. 10 for 2023**

**A RESOLUTION ADOPTING A BUDGET FOR 2023-2024, MAKING APPROPRIATIONS AND LEVYING TAXES.**

WHEREAS, the Budget Committee of the City of Sweet Home reviewed and recommended for adoption the budget estimates and appropriations for the City of Sweet Home for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

NOW, THEREFORE, THE CITY OF SWEET HOME RESOLVES

That the City Council of the City of Sweet Home hereby imposes the taxes provided for in the adopted budget at the rate of \$1.4157 per \$1,000 of assessed value for General Fund operations, the rate of \$6.30 per \$1,000 of assessed value for the Police Local Option Levy, the rate of \$1.17 per \$1,000 of assessed value for the Library Services Local Option Levy and Non Ad Valorem customer sewer usage charges no to exceed \$38,493.31 and that these taxes are hereby imposed and categorized for tax year 2023-2024 upon the assessed value of all taxable property within the district.

	General Government	Excluded from Limitation
Permanent Tax Rate	\$1.4157 per \$1,000	
Local Option Levies	\$7.4700 per \$1,000	
Customer Sewer Usage Charges		\$38,493.31

Be it further resolved that the City Council adopts the 2023-2024 budget approved by the Budget Committee in the total sum of \$35,410,000 and hereby provides that appropriations are made for the fiscal year beginning July 1, 2023 as follows:

**General Fund**

Administration	\$551,000
City Council	\$31,000
Community & Economic Development	\$852,000
Municipal Court	\$263,000
Parks	\$435,000
General Services	\$200,000
Capital Outlay	\$200,000
Transfer Out	\$5,000
Contingency	\$660,000
<b>TOTAL</b>	<b>\$3,778,000</b>

**Public Safety Fund**

Operations	\$3,459,000
Capital Outlay	\$100,000
Contingency	\$850,000
<b>TOTAL</b>	<b>\$4,409,000</b>

**Library Fund**

Operations	\$708,000
Capital Outlay	\$15,000
Contingency	\$133,000
<b>TOTAL</b>	<b>\$856,000</b>

**Community Center Fund**

Operations	\$30,000
Contingency	\$13,000
<b>TOTAL</b>	<b>\$43,000</b>

**Transportation Fund**

Operations	\$680,000
Capital Outlay	\$75,000
Contingency	\$170,000
<b>TOTAL</b>	<b>\$925,000</b>

**Enhancement Fund**

Operations	\$557,000
Capital Outlay	\$200,000
<b>TOTAL</b>	<b>\$757,000</b>

**Willow Yucca Fund**

Operations	\$400,000
Capital Outlay	\$1,300,000
<b>TOTAL</b>	<b>\$1,700,000</b>

**Water SDC Fund**

Operations	\$321,000
Capital Outlay	\$749,000
<b>TOTAL</b>	<b>\$1,070,000</b>

**Sewer SDC Fund**

Operations	\$260,000
Capital Outlay	\$605,000
<b>TOTAL</b>	<b>\$865,000</b>

**Storm SDC Fund**

Operations	\$24,000
Capital Outlay	\$56,000
<b>TOTAL</b>	<b>\$80,000</b>

**Transportation SDC Fund**

Operations	\$458,000
Capital Outlay	\$1,067,000
<b>TOTAL</b>	<b>\$1,525,000</b>

**Parks SDC Fund**

Operations	\$42,000
Capital Outlay	\$98,000
<b>TOTAL</b>	<b>\$140,000</b>

**Water Fund**

Operations	\$1,683,000
Debt Service	\$380,000
Capital Outlay	\$729,000
Contingency	\$500,000
<b>TOTAL</b>	<b>\$3,292,000</b>

**Sewer Fund**

Operations	\$1,639,000
Debt Service	\$380,000
Capital Outlay	\$575,000
Contingency	\$500,000
<b>TOTAL</b>	<b>\$3,094,000</b>

**Storm Fund**

Operations	\$189,000
Capital Outlay	\$23,000
Contingency	\$50,000
<b>TOTAL</b>	<b>\$262,000</b>

**Economic Development Fund**

Operations	\$217,000
Transfer Out	\$8,000
<b>TOTAL</b>	<b>\$225,000</b>

**Reserve Fund**

Transfer Out	\$300,000
Contingency	\$465,000
<b>TOTAL</b>	<b>\$765,000</b>

**Unappropriated**

General Fund	\$1,058,000
Public Safety Fund	\$2,996,000
Library Fund	\$686,000
Transportation Fund	\$195,000
Water Fund	\$2,043,000
Sewer Fund	\$4,413,000
Storm Fund	\$233,000

PASSED by the Council and approved by the Mayor this 23<sup>rd</sup> day of May, 2023

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Mayor

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City Manager, Ex Officio City Recorder



**Resolution No. 11 for 2023**

**A RESOLUTION CERTIFYING THE CITY COMPLIES WITH SECTIONS OF ORS 475B RELATED TO MARIJUANA SALES INSIDE CITY LIMITS.**

WHEREAS, ORS 475B.010, the Adult and Medical Use of Cannabis Act contains the rules and regulations regarding the sale of recreational and medical marijuana in the State of Oregon, and;

WHEREAS, ORS 475B.070 establishes a license to produce marijuana, and;

WHEREAS, ORS 475B.090 establishes a license to process marijuana, and;

WHEREAS, ORS 475B.100 establishes a license for the wholesale sale of marijuana, and;

WHEREAS, ORS 475B.105 establishes a license for the retail sale of marijuana, and;

WHEREAS, Sweet Home Municipal Code (SHMC) Chapter 3.34 authorizes the sale of marijuana in the City of Sweet Home and establishes a tax of 3% on all retail sales.

NOW, THEREFORE, BE IT RESOLVED, that the City of Sweet Home hereby certifies that it allows the establishment of marijuana business under the aforementioned ORS' and further certifies the City is eligible and elects to receive revenue collected by the State for the purpose of state revenue sharing and the City's tax for fiscal year 2023-2024.

This resolution shall be effective July 1, 2023.

PASSED by the Council and approved by the Mayor this 23<sup>rd</sup> day of May 2023.

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Mayor

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City Manager – Ex Officio City Recorder



## City of Sweet Home Application for Naming Publicly Owned Facilities

*The Sweet Home City Council has sole responsibility for establishing formal legal names for City-owned facilities. The policy for naming Publicly Owned Facilities is attached. Please complete the following form. Return the completed form and the appropriate fees to City Hall for consideration.*

Publicly Owned Facilities or Property Considered for Naming: Plaza area at Sankey Park	
Current Name: None	Proposed Name: Graybill Plaza

Applicants Name:	Blair Larsen, Community & Economic Development Director		
Organization:	City of Sweet Home		
Contact Info:	Address: 3225 Main Street		
	City: Sweet Home	State: OR	Zip: 97386
	Email: <a href="mailto:blarsen@sweethomeor.gq">blarsen@sweethomeor.gq</a>	Phone: 541-571-1888	

*Please provide and explanation of why the City should take this action:*

As a 26-year employee of the City of Sweet Home, Joe Graybill made significant contributions to the livability of the City by working to improve public infrastructure such as roads, sidewalks, and parks. Much of his work involved going above and beyond his assigned duties as he worked to bring improvements to his community. The plaza area in Sankey Park is a part of the City which Joe himself designed, and which has no name at this time. We think it fitting to name the area Graybill Plaza in his honor. This would not affect any existing names of City-owned facilities.

For Official Use Only			
Date: <b>4/19/23</b>	Received By: <b>Blair Larsen</b>	Fee Paid: <b>NA</b>	Receipt #: <b>NA</b>

Application Review:	Date:	Recommendations (Approve, Approve with Conditions, Deny):
✓ Park & Tree Committee	4/19/23	Approval
✓ City Council	4/25/23	Approval
( )		



# REQUEST FOR COUNCIL ACTION

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**Title:** Redwood Street Vacation of Right-of-Way VC22-01

**Preferred Agenda:** May 23, 2023

**Submitted By:** Angela Clegg, Associate Planner

**Reviewed By:** Blair Larsen, CEDD Director  
Kelcey Young, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion X Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** ORS 271.110 and ORS 271.120

**Towards Council Goal:** N/A

**Attachments:** Ordinance 11 for 2023  
Survey Plat  
Legal Description  
Planning Commission Findings of Fact and Decision  
VC22-01 Support Letters

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## **Purpose of this RCA:**

The purpose of this RCA is to hold a public hearing regarding the vacation of the Redwood Street right-of-way and present the application to the Council for approval.

## **Background/Context:**

This vacation of right-of-way, VC22-01, is an unimproved, dead-end portion of Redwood Street, approximately 500 feet long, located north of Highway 20 and west of 53<sup>rd</sup> Avenue. It contains no public infrastructure, pavement, curbing, storm drainage, or any other component of a typical right-of-way. The properties abutting this portion of Redwood Street currently use a private access easement off 53<sup>rd</sup> Avenue. This portion of Redwood Street would be extremely expensive to develop due to topographical constraints—there is a severe 15-30-foot difference in grade on the west side of 53<sup>rd</sup> Avenue that would necessitate a large amount of fill and retaining walls, making development of the street cost prohibitive.

The following is a timeline of meetings associated with this project:

- December 28, 2022 – January 4, 2023: Notice Published in the New Era
- January 19, 2023: The Planning Commission held a public hearing on the proposed amendment. The Planning Commission moved to recommend approval of the Redwood Street vacation of right-of-way.

At the April 25, 2023 Council Meeting, the City Council will hold a public hearing regarding this Redwood Street vacation of right-of-way and conduct a first reading. Two more readings of the ordinance are necessary in order to adopt the ordinance.

**The Challenge/Problem:**

Should the City vacate Redwood Street?

**Stakeholders:**

- City of Sweet Home Residents – The proposed vacation will allow for affordable development of the remainder of the vacant lots and add additional square footage to the abutting parcels.
- Owners of Properties adjacent to this portion of Redwood Avenue – Adjacent property owners have a right to access their properties, as well as have property returned to them if it is not needed for a public right-of-way.

**Issues and Financial Impacts:**

This change will have no financial impact on the City.

**Elements of a Stable Solution:**

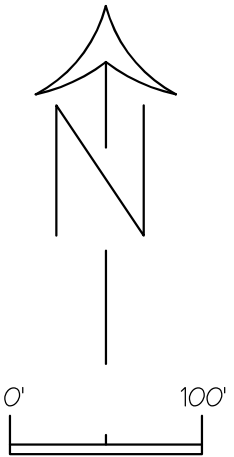
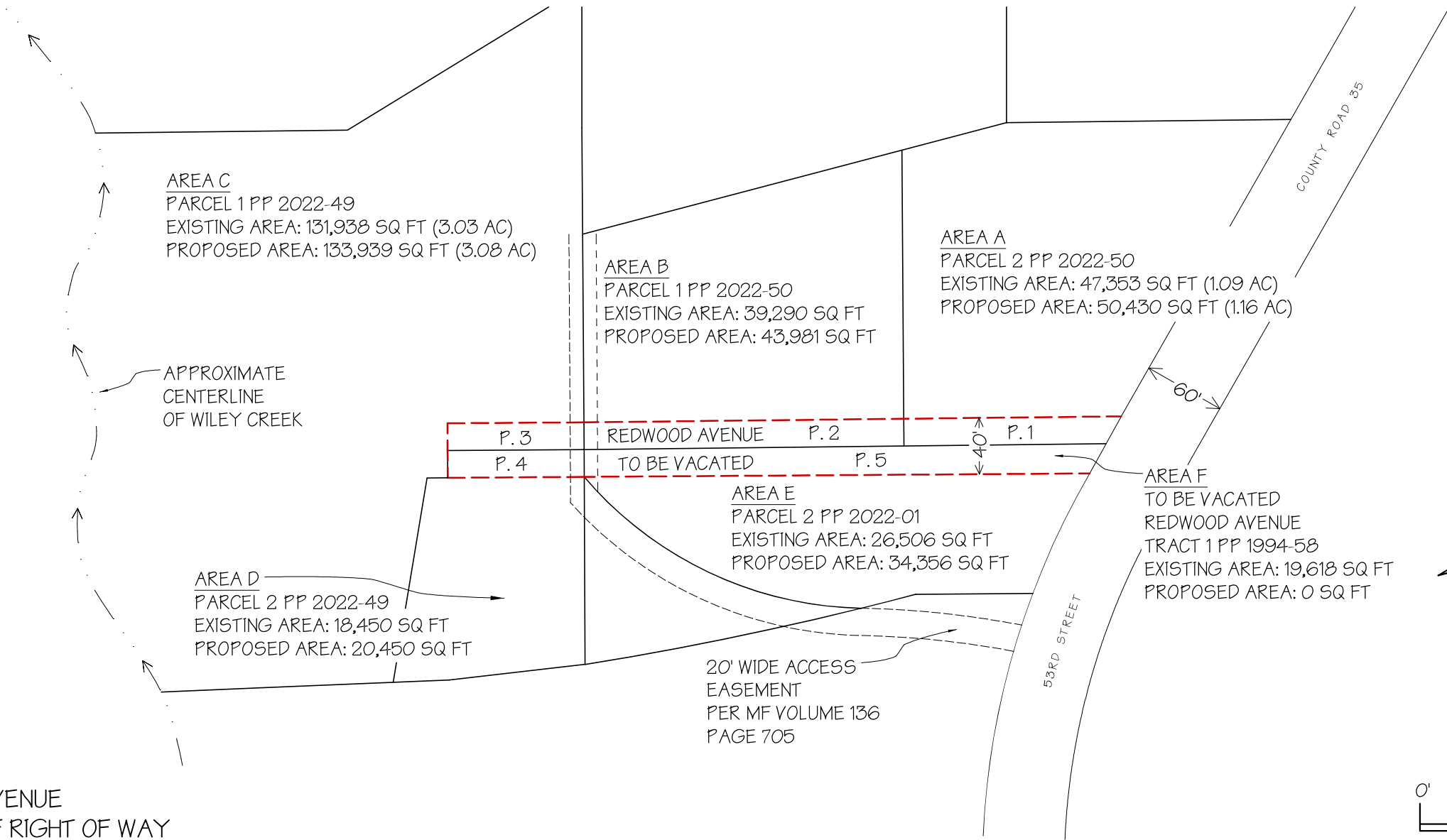
A stable solution involves either properly managing public rights-of-way to provide transportation and utility access for the public, or returning the property to the adjacent property owners.

**Options:**

1. Approve application VC22-01 and conduct a first reading of the ordinance.
2. Deny application VC22-01 and direct staff and the Planning Commission to make revisions (specify).
3. Continue the public hearing to a later date to allow more time for the Council to examine the proposed changes or to provide staff time to prepare amendments or additional information (specify).
4. Take no action; leave the code as is.
5. Other

**Recommendation:**

Staff recommends option 1: Approve application VC22-01 and conduct a first reading of Ordinance No. 11 for 2023.



REDWOOD AVENUE  
 VACATION OF RIGHT OF WAY  
 FILE NO. VC22-01

SE 1/4 NW 1/4, SECTION 27  
 T. 13 S., R. 1 E., WILLAMETTE MERIDIAN  
 LINN COUNTY, OREGON

DRAWN BY: ROB KEENE, LSI 92707  
 MARCH 14, 2023

**Cascade Timber Consulting, Inc.**

3210 Hwy. 20, PO Box 446  
 Sweet Home, OR 97386  
 Phone: (541) 367-2111

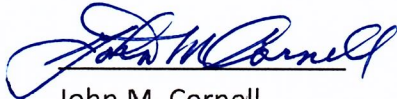
April 15, 2023

City of Sweet Home  
Community and Economic Development Department  
3225 Main Street  
Sweet Home, OR 97386

Attention: Angela Clegg

Regarding: Abandonment of Redwood Street

I, the undersigned, agree and accept the abandonment of Redwood Street, from 53<sup>rd</sup> Avenue, west toward Wiley Creek, City of Sweet Home, Oregon.

A handwritten signature in blue ink that reads "John M. Cornell". The signature is written in a cursive style with a horizontal line underneath the name.

John M. Cornell  
559-920-5513

Rachel F. Jetton  
5191 Redwood Street  
Sweet Home, Oregon 97386  
rachelflynn1969@gmail.com  
541-451-0640

RECEIVED  
04.20.23  
AL

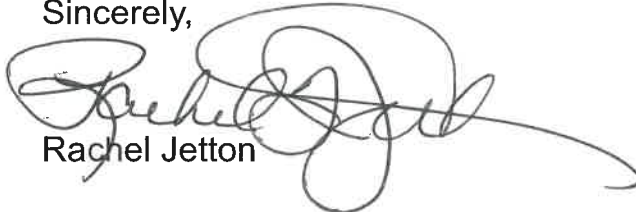
April 18, 2023

City of Sweet Home  
Attention: Angela Clegg  
Community & Economic Development  
Department  
3225 Main Street  
Sweet Home, OR 97386

Regarding: Abandonment of Redwood Street

At Bill Ruby's request, I am submitting this letter as acceptance of the city's abandonment for all future development of Redwood Street. The location for which I am writing is west of 53rd Avenue in the City of Sweet Home.

Sincerely,

  
Rachel Jetton



In the matter of the ) Vacation of ROW  
Redwood Street ) File No. VC22-01  
Right-Of-Way Vacation )  
request by William Ruby.

**FINDINGS OF FACT AND DECISION OF  
THE CITY OF SWEET HOME PLANNING COMMISSION**

**FINDINGS OF FACT**

**SUMMARY**

1. The applicant is requesting to vacate an undeveloped portion of Redwood Street in the City of Sweet Home, Oregon. The portion of Redwood Street proposed to be vacated is a dead-end street, approximately 500 feet long, located north of Highway 20 and west of 53<sup>rd</sup> Avenue.
2. The subject right-of-way has access from 53<sup>rd</sup> Avenue. There are no City water and sewer services in this portion of Redwood Street. Based on a review of the FEMA FIRM Map; Panel 41043C0916G dated September 29, 2010, the subject property is not in the 100-year floodplain. The subject property does not show wetlands/waterways on the property that are depicted on the Sweet Home Local Wetlands Inventory and the National Wetlands Inventory Map.
3. Public Notice and Comments: Public Notices were distributed in accordance with ORS271.110.
4. The Sweet Home Planning Commission held a public hearing on January 19, 2023. At the hearing the Planning Commission reviewed application VC22-01. The Planning Commission deliberated on this matter at their January 19, 2023 meeting and hereby approves application VC22-01 and recommends approval by the City Council. That motion of approval specified a 12-day appeal period from the date the Notice of Decision is mailed and directed staff to prepare an order to be signed by the Chair to memorialize the decision.

**APPEAL PROCEDURE**

Pursuant to Chapter 17.12.090, Appeals of a Planning Commission decision will be made to the City Council. An appeal must be filed within 12 days of the date of the mailing of the decision notice. A fee set by resolution of Council will be paid upon filing of an appeal. At an appeals hearing, the ordinances and criteria must be stated, and the applicant or appellant must address these criteria with sufficient specificity to allow decision makers an opportunity to respond to the issue. Upon appeal, the appellate authority must consider the record of the action of which resulted in appeal. An aggrieved party in a proceeding for a zone change or discretionary permit may appeal the decision to LUBA. The fee for appeal of this decision would be \$610.00.



## CHARACTERISTICS OF PROPERTY

1. Location: Redwood is an unimproved local neighborhood street abutting the north boundary of Tax Lot 1200 and the south boundary of Tax Lot 1204, and located on Linn County Assessor's Map 13S01E27AC.
2. Zoning and Plan Designation: The properties to the north, south, east, and west of Redwood Street are zoned Residential Low Density (R-1). The Comprehensive Plan land use classification for the surrounding properties is Residential Medium Density (R-2).
3. Site Description: Redwood Street, immediately west of 53rd Avenue, is an unimproved public-right-of-way (ROW). It contains no public infrastructure, pavement, curbing, storm drainage, or any other normal component of a typical right-of-way. It theoretically provides access to some properties; however, they all have access to 53rd Avenue via an access easement through one of the properties and the adjacent railroad right-of-way. Additionally, this portion of Redwood Street would be extremely expensive to develop due to topographical constraints. There is a severe 15-30-foot difference in grade on the west side of 53rd Avenue that would necessitate a large amount of fill and retaining walls, making development of the street cost prohibitive.
4. Proposal: The applicant is requesting to vacate an undeveloped portion of Redwood Street in the City of Sweet Home, Oregon. The portion of Redwood Street proposed to be vacated is a dead-end street, approximately 500 feet long, located north of Highway 20 and west of 53<sup>rd</sup> Avenue.

## VACATION OF RIGHT-OF-WAY (ROW)

1. Whenever any person interested in any real property in an incorporated city in this state desires to vacate all or part of any street, avenue, boulevard, alley, plat, public square or other public place, such person may file a petition therefor setting forth a description of the ground proposed to be vacated, the purpose for which the ground is proposed to be used and the reason for such vacation. [ORS271.080(1)]
2. An application for a Vacation of Right-Of-Way shall be processed as a quasi-judicial land use decision. Notice will be provided as per ORS 271.110. The Planning Commission will hold a public hearing following the procedures in SHMC 17.128.010(E) and ORS 271.120.

## CONFORMANCE WITH APPLICABLE CRITERIA

The applicant's request for a vacation of right-of-way was reviewed by the City based on the applicable criteria in the Staff Report presented to the Planning Commission at the January 19, 2023 meeting.

## CONCLUSION:

1. The Planning Commission finds that the criteria presented in the staff report have been met.
2. Conditions of Approval
  - A. The applicant shall provide the City of Sweet Home a copy of the recorded survey plat for the Redwood Street Vacation of Right-Of-Way before any further development is proposed on the abutting parcels.
  - B. Additional residential dwellings will require improvements to the private easement per SHMC 17.42.110(A)(4).

C. The Redwood Street sign be removed, and a private drive street sign be placed at the entrance of the private driveway.

**ORDER**

Based on the Findings and Conclusions above, the Planning Commission, hereby approves application VC22-01 and recommends approval by the City Council of the vacation of right-of-way request for the undeveloped portion of Redwood street located on Linn County Assessors Map 13S01E27AC.

APPROVAL OF  
FINDINGS OF FACT  
AND DECISION:

January 19, 2023

SIGNED:

This 2<sup>nd</sup> day of February, 2023, in Sweet Home, Oregon



\_\_\_\_\_  
Jeffrey Parker, Chair



\_\_\_\_\_  
Blair Larsen, CEDD Director

Planning Commission Members:

Jeffrey Parker, Chair  
Henry Wolthuis, Vice Chair  
Eva Journey  
David Lowman  
Jamie Melcher  
Laura Wood  
Todd Branson



A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 1 EAST, OF THE WILLAMETTE MERIDIAN IN LINN COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT A OF PARTITION PLAT 1994-58, SAID TRACT BEING ENTIRELY COMPRISED OF THE FOLLOWING PARTS:

PART 1:

THE NORTH 20 FEET OF TRACT A OF PARTITION PLAT 1994-58 LYING BETWEEN THE WEST LINE OF 53RD AVENUE AND THE SOUTH PROJECTION OF THE COMMON LINE BETWEEN PARCEL 1 AND PARCEL 2 OF PARTITION PLAT 2022-50.

PART 2:

THE NORTH 20 FEET OF TRACT A OF PARTITION PLAT 1994-58 LYING BETWEEN THE SOUTH PROJECTION OF THE COMMON LINE BETWEEN PARCEL 1 AND PARCEL 2 OF PARTITION PLAT 2022-50 AND THE SOUTH PROJECTION OF THE COMMON LINE BETWEEN SAID PARCEL 1 OF PARTITION PLAT 2022-50 AND PARCEL 1 OF PARTITION PLAT 2022-49.

PART 3:

THE NORTH 20 FEET OF TRACT A OF PARTITION PLAT 1994-58 LYING BETWEEN THE SOUTH PROJECTION OF THE COMMON LINE BETWEEN PARCEL 1 OF PARTITION PLAT 2022-50 AND PARCEL 1 OF PARTITION PLAT 2022-49 AND THE WEST LINE OF SAID TRACT A OF PARTITION PLAT 1994-58.

PART 4:

THE SOUTH 20 FEET OF TRACT A OF PARTITION PLAT 1994-58 LYING BETWEEN THE WEST LINE OF SAID TRACT A OF PARTITION PLAT 1994-58 AND THE NORTH PROJECTION OF THE COMMON LINE BETWEEN PARCEL 2 OF PARTITION PLAT 2022-49 AND PARCEL 2 OF PARTITION PLAT 2022-01.

PART 5

THE SOUTH 20 FEET OF TRACT A OF PARTITION PLAT 1994-58 LYING BETWEEN THE NORTH PROJECTION OF THE COMMON LINE BETWEEN PARCEL 2 OF PARTITION PLAT 2022-49 AND PARCEL 2 OF PARTITION PLAT 2022-01 AND THE WEST LINE OF 53RD AVENUE.



# REQUEST FOR COUNCIL ACTION

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**Title:** Public Hearing for Comprehensive Plan Map Amendment  
Application CMA23-01

**Preferred Agenda:** May 23, 2023

**Submitted By:** Angela Clegg, Associate Planner

**Reviewed By:** B. Larsen, CEDD Director  
K. Young, City Manager

**Type of Action:** Resolution  Motion  Roll Call  Other

**Relevant Code/Policy:** SHMC 2.04.030 Powers of the City Council

**Towards Council Goal:** Vision Statement, Aspiration I: Desirable Community, Mission Statement

**Attachments:** Ordinance No. 12 for 2023, with Exhibit A  
CMA23-01 Planning Commission Order and Decision  
May 4, 2023 Draft Planning Commission Meeting Minutes

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## **Purpose of this RCA:**

The purpose of this RCA is to conduct a public hearing on Comprehensive Plan Map Amendment Application CMA23-01, make a decision regarding the application, and, if approved, conduct a first reading of the ordinance.

## **Background/Context:**

The City of Sweet Home, Sweet Home School District, and Sweet Home Fire District are proposing to change the Comprehensive Plan Map for their properties, consisting of approximately 280 acres, located in Sweet Home, OR 97386 (see the attached map). The Sweet Home Comprehensive Plan Map is proposed to change from the Commercial Central (C-1) zone, the Commercial Highway (C-2) zone, the Residential Low Density (R-1) zone, the Residential Medium Density (R-2) zone, the Residential High Density (R-2) zone, and the Mixed-Use Employment (MUE) zone to the Public Facility (PF) zone. The subject properties listed in the application do not have a Public Facility (PF) Comprehensive Plan designation. A Comprehensive Plan Map Amendment must be approved to complete a Zone Map Amendment. On October 27, 2022, the City of Sweet Home adopted the revised Sweet Home Municipal Code Title 17 that included Chapter 17.24 Public Facility (PF) Zone.

The Sweet Home Planning Commission held a public hearing on May 4, 2023 to review application CMA23-01 and receive testimony. At that meeting, the Planning Commission approved the application and recommended that the City Council approve it.

On May 23, 2023 the City Council will hold a Public Hearing regarding the application and may complete the 1<sup>st</sup> reading of the ordinance for Comprehensive Plan Map Amendment Application CMA23-01.

**The Challenge/Problem:**

Should the comprehensive plan map be changed to allow the Public Facility designation of the properties?

Should the Comprehensive Plan designations be followed if the proposed amendment is consistent with the goals and policies of the comprehensive plan?

**Stakeholders:**

- The Owners would be bringing their properties into conformance with the historic uses and they would be able to develop their properties without the need of conditional use applications saving time and money.
- The City of Sweet Home would be bringing their properties into conformance with the historic use of their properties and would be able to develop their properties without a conditional use application.

**Issues and Financial Impacts:**

There are no issues or financial impacts currently identified.

**Elements of a Stable Solution:**

A stable solution is one in which a decision on the application is made that conforms with City Code and State Law.

The Sweet Home Comprehensive Plan guides official policy decisions about development within the area. The Plan aims to organize and coordinate complex interrelationships between people, land, resources, and facilities to meet the future needs of the citizens and to protect the livability of the community. The Plan also reflects the public’s goals and aspirations for Sweet Home about the best way to handle development and conservation in the City. The officially acknowledged Comprehensive Plan gives policy direction for land use decisions and coordinates private and public development. [Chapter 1, Page 1 of the Comprehensive Plan].

The Sweet Home Municipal Code provides criteria for map amendments such as this:

- A. The proposed amendment is consistent with the goals and policies of the comprehensive plan;
- B. The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment;
- C. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and
- D. The proposed amendment to the comprehensive plan map is consistent with Oregon’s statewide planning goals

**Options:**

1. Deny Application CMA23-01. Staff would prepare an Order of Denial for Application CMA23-01.
2. Approve Application CMA23-01 as presented and conduct the first reading of Ordinance No. 12 for 2023.
3. Recommend a different comprehensive plan map amendment. Council could review these proposed changes and recommend different zone amendments. Staff would take these recommendations and revise the proposed application for review at a future Planning Commission and Council meeting.

**Recommendation:** Staff Recommends Option 2: Approve Application CMA23-01 as presented and conduct the first reading of Ordinance No. 12 for 2023.

ORDINANCE BILL NO. 12 FOR 2023

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN MAP

WHEREAS, the applicants, the City of Sweet Home, Sweet Home School District, and Sweet Home Fire District, are proposing to change the Comprehensive Plan Map for their properties, consisting of approximately 280 acres, located in Sweet Home, OR 97386; and

WHEREAS, the Sweet Home Comprehensive Plan Map is proposed to change from the Commercial Central (C-1) zone, the Commercial Highway (C-2) zone, the Residential Low Density (R-1) zone, the Residential Medium Density (R-2) zone, the Residential High Density (R-2) zone, and the Mixed-Use Employment (MUE) zone to the Public Facility (PF) zone; and

WHEREAS, the subject properties listed in the application do not have a Public Facility (PF) Comprehensive Plan designation; and

WHEREAS, a Comprehensive Plan Map Amendment must be approved to complete a Zone Map Amendment; and

WHEREAS, on October 27, 2022, the City of Sweet Home adopted the revised Sweet Home Municipal Code Title 17 that included Chapter 17.24 Public Facility (PF) Zone; and

WHEREAS, the Planning Commission of the City of Sweet Home held a public hearing on May 4, 2023 with due notice of such public hearing having been given and provided an opportunity for public comments and testimony. The Planning Commission deliberated at their May 4, 2023, meeting, and recommended that the City Council approve this application; and

WHEREAS, the City Council held a public hearing on this matter on May 23, 2023, with due notice of such public hearing, to provide opportunity for public comment and testimony. The City Council approved this application by motion at their May 23, 2023, meeting; and

WHEREAS, the proposed Public Facility (PF) zoning is needed to facilitate development of the subject property;

Now, Therefore,

THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

Section 1: The City of Sweet Home adopts the findings of fact in support of comprehensive plan map amendment application CMA23-01 included as Exhibit A.

Section 2: The City of Sweet Home amends the Official Comprehensive Plan Map, identified in SHMC 17.06.020 as the City Comprehensive Plan Map including all subsequent amendments, for the areas consisting of approximately 280 acres located in Sweet Home, OR 97386 included as Exhibit B. The Sweet Home Comprehensive Plan Map is proposed to change from the Commercial Central (C-1) zone, the Commercial Highway (C-2) zone, the Residential Low Density (R-1) zone, the Residential Medium Density (R-2) zone, the Residential High Density (R-2) zone, and the Mixed-Use Employment (MUE) zone to the Public Facility (PF) zone.

Passed by the Council and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager - Ex Officio City Recorder



Exhibit A

Findings of Fact in Support of Zone Change Application CMA23-01

**Exhibit A to Order of Approval for CMA23-01**

The review and decision criteria for a zone change are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

**A. Amendments to the Comprehensive Plan map shall be reviewed in accordance with the Type IV review procedures specified in Chapter 17.128. [SHMC 17.112.020]**

Staff Findings: The application for the Comprehensive Plan Map Amendment was reviewed in accordance with SHMC 17.128.010 (B).

Based on the above information, staff find that the application complies with this criterion.

**B. An application for a map amendment shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.128. [SHMC 17.112.030]**

Staff Findings: The application was received and deemed completed on March 17, 2023. Notices were sent per SHMC 17.128.010(D)(1-7). Notices were emailed and mailed via US Postal Service on March 21, 2023. Notice was posted in the New Era newspaper on March 29, 2023.

Based on the above information, staff find that the application complies with this criterion.

**C. The applicant shall prepare and submit an application, site plan, and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. A site plan shall not be required to initiate a Comprehensive Plan map amendment. [SHMC 17.112.040]**

Staff Findings: the applicant submitted the application, a narrative, a site plan, and list of affected properties on March 17, 2023.

Based on the above information, staff find that the application complies with this criterion.

**D. All information and analysis must justify the proposed change relative to the Map designation to which the property is proposed to change, and to the Map designation from which the property is changing. The analysis must address the impacts from decreasing acreage of one map designation and increasing acreage for the proposed map designation [SHMC 17.112.050(A)].**

Staff Findings: The Sweet Home Comprehensive Plan Map is proposed to change from the Commercial Central (C-1) zone, the Commercial Highway (C-2) zone, the Residential Low Density (R-1) zone, the Residential Medium Density (R-2) zone, the Residential High Density (R-2) zone, and the Mixed-Use Employment (MUE) zone to the Public Facility (PF) zone. The subject properties listed in the application do not have a Public Facility (PF) Comprehensive Plan designation. A Comprehensive Plan Map Amendment must be approved to complete a Zone Map Amendment. On October 27, 2022, the City of Sweet Home adopted the revised Sweet Home Municipal Code Title 17 that included Chapter 17.24 Public Facility (PF) Zone.

The historic land use of the subject properties has been a public use. With the adoption of the Public Facility (PF) zone, the applicants are proposing to bring the zoning in conformance with the historic and continued use of each property.

Based on the above information, staff find that the application complies with this criterion.

**E. Compliance is demonstrated with the Statewide Land Use Planning Goals and Guidelines and any relevant Administrative Rules applying to the subject properties or to the proposed land use designation. If the proposed designation requires an exception to the Goals, the applicable criteria in the Land Conservation and Development Commission (LCDC) Administrative Rules for the type of exception needed shall also apply [SHMC 17.112.050(B)].**

Staff Findings: The application complies with Statewide Planning Goals 2 Land Use Planning and 11 Public Facilities and Services. The proposed designation does not require an exception to the goals.

Based on the above information, staff find that the application complies with this criterion.

**F. Consistency with the applicable goals and policies in the Comprehensive Plan is demonstrated [SHMC 17.112.050(C)].**

Staff Findings: Table 1 of the Summary of Comprehensive Plan Land Use Designations lists Public as a land use designation, however there was never municipal code written for the Public land use designation. SHMC Chapter 17.25 Public Facility (PF) Zone criteria were implemented on October 27, 2023. The update to the Public Facility zone will bring the subject properties into compliance with the Comprehensive Plan designation.

Based on the above information, staff find that the application complies with this criterion.

**G. The Plan does not provide adequate areas in appropriate locations for uses allowed in the proposed land use designation and the addition of this property to the inventory of lands so designated is consistent with projected needs for such lands in the Comprehensive Plan [SHMC 17.112.050(D)].**

Staff Findings: The use of the subject properties has been historically public. A Comprehensive Plan Map Amendment is required to do a zone map amendment for the properties listed on Attachments A and B. The zone change will bring the zoning designation in conformance with the use of the subject properties.

Based on the above information, staff find that the application complies with this criterion.

**H. The Plan provides more than the projected need for lands in the existing land use designation [SHMC 17.112.050(E)].**

Staff Findings: The use of the subject properties is not changing. A Comprehensive Plan Map Amendment is required to do a zone map amendment for the properties listed on Attachments A and B. The plan brings the zoning designation into conformance with the historic use of the subject properties.

Based on the above information, staff find that the application complies with this criterion.

- I. **The proposed land use designation will not allow zones or uses that will destabilize the land use pattern in the vicinity or significantly adversely affect existing or planned uses on adjacent lands [SHMC 17.112.050(F)].**

Staff Findings: The use of the subject properties is not changing. A Comprehensive Plan Map Amendment is required to do a zone map amendment for the properties listed on Attachments A and B.

Based on the above information, staff find that the application complies with this criterion.

- J. **Public facilities and services, including transportation facilities, necessary to support uses allowed in the proposed designation are available, or, will be available in the near future [SHMC 17.112.050(G)].**

Staff Findings: The use of the subject properties is not changing.



# CITY OF SWEET HOME PLANNING COMMISSION MINUTES

May 04, 2023, 6:30 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

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## Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 PM.

## Roll Call of Commissioners

### PRESENT

Laura Wood  
Jamie Melcher  
Henry Wolthuis  
Eva Journey  
Todd Branson  
Nancy White

### ABSENT

Jeff Parker, excused

### STAFF

Blair Larsen, Community and Economic Development Director

### GUESTS

Daniel Smith, 3235 Highway 20, Sweet Home, OR 97386  
Terry and Renae Hoover, 863 18th Avenue, Sweet Home, OR 97386

**Public Comment.** This is an opportunity for members of the public to address the Planning Commission on topics that are not listed on the agenda.

None

## Meeting Minutes:

- a) April 6, 2023 Planning Commission Meeting Minutes

A motion to approve the minutes with the revision that Eva Journey's absence was excused was made by Melcher, seconded by Wood.

Yea: 5

Nay: 0

Abstain: 1

Absent: 1

## Public Hearings

- a) Application CMA23-01

The public hearing opened at 6:43 PM.

Commissioner Wolthuis asked of the Commission if there were any ex parte, conflicts of interest, or personal bias, there were none. Commissioner Wood stated that she lives within a notice zone.

CEDD Director Larsen gave the staff report and testified on behalf of the application giving the purpose for the comprehensive plan map amendment.

Testimony in favor: None

Testimony in opposition: Renea Hoover asked if the zone change would affect property taxes. Larsen explained that it would not, it is only to change the zoning. Larsen explained the purpose of the Public Facility Zone. Hoover was concerned with public access, development and possible sales of the properties. Larsen explained the zone change will not have an effect on development or taxes. Wolthuis stated that the application is a house keeping item to bring the zoning into compliance with the use. Hoover asked if the property lines would be changed. Larsen explained that there are no property lines changes with a zone change. Wood further explained the purpose of the zone change.

Neutral Testimony: None

The public hearing was closed at 7:03 PM

Larsen announced that he would be happy to stay after the meeting and talk to anyone that has questions, but did not want to speak during the public hearing.

Commission discussion: Melcher stated that staff addressed the issues brought up by the public and the change will bring these properties into the correct zoning. Melcher was in favor of it. Journey stated that the change is consistent with the way the City is moving into the future. White felt it will tie it together neatly and will make the process less complicated. Branson stated that it should have been done a while ago and he is in favor of it. Wood feels that it will clean up the zoning and make the government more effective. Wood is in favor of the change.

A motion to approve Application CMA23-01 and recommend it to City Council was made by Wood, seconded by Journey.

Yea: 6

Nay: 0

Absent: 1

b) Application ZMA23-02

The public hearing was opened at 7:06 PM

Commissioner Wolthuis asked of the Commission if there were any ex parte, conflicts of interest, or personal bias, there were none.

CEDD Director Larsen gave the staff report and testified on behalf of the application giving the purpose for the zone map amendment.

Testimony in favor: None

Testimony in opposition: None

Neutral Testimony: None

The public hearing was closed at 7:13 PM

Melcher, Journey, White and Branson stated that they have the same comments as for the comprehensive plan map amendment. Wood stated that it made sense to match the zone change with the comprehensive plan change.

A motion to approve Application ZMA23-02 and recommend it to City Council was made by Wood, seconded by Melcher.

Yea: 6

Nay: 0

Absent: 1

**Staff Updates:**

Larsen informed the Commissions that Angela, the Associate Planner was at a training.

Larsen gave an update on current and proposed land use applications.

The City Council passed the Housing needs analysis.

The next hearing for the Redwood Street vacation is at the End of May.

Larsen informed the first City Council meeting of every month is now a work session meeting. There will be no voting except for land use decisions.

**Round Table Discussions** (Committee comments about topics not listed on the agenda)

None

**Adjournment**

The meeting was adjourned at 7:22 PM

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Henry Wolthuis, Vice Chairperson  
Sweet Home Planning Commission

Respectfully submitted by Angela Clegg, Associate Planner

CMA23-01  
Subject Property List

**City**

Map	Tax Lot	Address	Square Feet	Acre	Zone	Comp Plan
33B	400 N/A		65227.46		C-2	C-2
32D	600 N/A		1323713.25		R-1/Linn Co	R-1/Linn Co
32CC	5100 N/A		76740.32		R-1	R-1
32CC	5800 N/A		28267.68		R-1	R-1
31DA	2400 N/A		47456.75		R-1	R-2
31DC	3800 N/A		4788.7		R-1	R-3
31CA	8802 N/A		4518.5		R-1	R-3
31BB	1700 N/A		1310.38		C-2	C-2
31AB	1201 N/A		55768.04		R-1	R-2
31AB	1301 N/A		54229.04		R-1	R-2
31AB	8000 N/A		1501.65		R-1	R-2
31AB	8100 N/A		2345.95		R-1	R-2
31AB	1500 1780 11th Ave		26373.59		R-1	R-2
31AB	2300 1712 11th Ave		12391.68		R-1	R-2
31AC	700 N/A		14216.46		R-3	R-3
31AC	1500 N/A		2028.8		R-3	R-3
31AC	1800 1206 Nandina St		4369.37		R-3	R-3
E29	3200 N/A		9019962.42		RC	MUE
E29	3805 N/A		1142479.61		RC	MUE
27C	1800 N/A		7341.29		R-1	R-1

**11895030.94**

273.07

**School District**

Map	Tax Lot	Address	Square Feet	Acre	Zone	Comp Plan
27AC	2600 N/A		11250.1		R-1	R-2
27AC	5400 N/A		7456.39		R-1	R-2
27DB	2001 N/A		41769.8		C-2	C-2
32CB	800 706 Mt View Rd		25277.55		R-1	R-1
32BC	3350 N/A		16498.7		R-3	R-3
32BC	3503 N/A		16634.57		R-3	R-3
32BC	400 1990 Long Street		122546.8		C-2	C-2
31AD	5700 N/A		30750.81		C-2	C-1

**272184.72**

6.25



**City of Sweet Home**  
 Community and Economic Development Department- Planning Program  
 3225 Main Street, Sweet Home, OR 97386 541-367-8113

In the matter of the ) Comp Plan Map Amendment  
 Comp Plan Map Amendment ) File No. CMA23-01  
 request by City of Sweet Home, SHSD, SDFD )

**OFFICIAL NOTICE OF A PLANNING COMMISSION RECOMMENDATION  
 ON A LAND USE APPLICATION**

**PLANNING COMMISSION ORDER OF APPROVAL**

**REQUEST:** The City of Sweet Home, Sweet Home School District, and Sweet Home Fire District are proposing to change the Comprehensive Plan Map for their properties, consisting of approximately 280 acres, located in Sweet Home, OR 97386 (see the attached map). The Sweet Home Comprehensive Plan Map is proposed to change from the Commercial Central (C-1) zone, the Commercial Highway (C-2) zone, the Residential Low Density (R-1) zone, the Residential Medium Density (R-2) zone, the Residential High Density (R-2) zone, and the Mixed-Use Employment (MUE) zone to the Public Facility (PF) zone. The subject properties listed in the application do not have a Public Facility (PF) Comprehensive Plan designation. A Comprehensive Plan Map Amendment must be approved to complete a Zone Map Amendment. On October 27, 2022, the City of Sweet Home adopted the revised Sweet Home Municipal Code Title 17 that included Chapter 17.24 Public Facility (PF) Zone. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

Application CMA23-01 is being filed simultaneously with Application ZMA23-02. The subject properties that do not have a Comprehensive Plan Designation of Public Facility (PF) will be pending the approval of Application of CMA23-01 to complete the Zone Map Amendment proposed in Application ZMA23-02.

**APPLICANT:** The City of Sweet Home

**PROPERTY OWNER:** City of Sweet Home, Sweet Home School District, Sweet Home Fire District

**FILE NUMBER:** CMA23-01

**PROPERTY LOCATION:** Various Tax Lots, Sweet Home, OR 97386 (see Attachments A and B)

**REVIEW AND DECISION CRITERIA:** Sweet Home Municipal Code Section(s) 17.24, 17.112, OAR 660-012-0060

**STAFF CONTACT:** Angela Clegg, Associate Planner  
 Phone: (541) 367-8113; Email: [aclegg@sweethomeor.gov](mailto:aclegg@sweethomeor.gov)



- I. **PUBLIC HEARING:** The Sweet Home Planning Commission held a public hearing on May 4, 2023. At the hearing the Planning Commission reviewed application CMA23-01. The Planning Commission received testimony and deliberated on this matter at their May 4, 2023 meeting and passed a motion to recommend approval of the application to City Council. That motion of approval specified a 12-day appeal period from the date the decision motion is mailed. No specific conditions of approval were required.
  
- II. **FINDINGS OF FACT:** The Planning Commission provided an opportunity for testimony at the May 4, 2023 public hearing. The Planning Commission considered the information in the record, testimony at the public hearing, and the Findings of Fact listed in the Staff Report presented to the Planning Commission prior to the May 4, 2023 public hearing. The Planning Commission adopted the Findings of Fact listed in Section III of the Staff Report. The applicants are requesting to change the comprehensive plan map zoning to Public Facility (PF) required for a zone map amendment to be filed simultaneously. Section III of the Staff Report is included as Exhibit A to this Order.
  
- III. **DECISION: Approved** the motion to recommend the application to City Council on May 4, 2023. Based on the findings referenced in Exhibit A of this order, the Planning Commission found that the proposal described in CMA23-01 complies with the applicable sections of the Sweet Home Municipal Code. The Sweet Home Planning Commission hereby approves application CMA23-01 and recommends approval by the City Council.
  
- IV. **APPEALS:** All Type IV land use decisions of the City Council may be appealed to the Land Use Board of Appeals (LUBA). The appeal shall be submitted within 21 days of the date the decision is mailed. Appeals shall comply with LUBA procedures.

**PLANNING COMMISSION DECISION:** May 4, 2023  
**APPEAL DEADLINE:** May 16, 2023 at 5:00 PM  
**CITY COUNCIL MEETING:** May 23, 2023 at 6:30 PM

  
 \_\_\_\_\_  
 Henry Wolthuis, Planning Commission Vice Chair

  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Blair Larsen, Community and Economic Development Director

  
 \_\_\_\_\_  
 Date

**APPEAL:** **This decision can be appealed.** The decision made by the Planning Commission is final unless written appeal from an aggrieved party is received by the City of Sweet Home no later than the appeal deadline listed above (21 days from the mailing of this decision). All appeals must be filed with the appropriate fee and documentation and submitted to: City of Sweet Home Community and Economic Development Department, 3225 Main Street, Sweet Home, OR 97386.

The City Council will hold a public hearing on the request upon appeal. If you would like any information concerning filing of an appeal, please contact the Planning Office at (541) 367-8113. Failure of an issue to be raised in a hearing, in person or by letter, or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

A copy of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and a copy will be provided at reasonable cost. A copy of the Staff Report and all documentation included in the record for the file are available for inspection at no cost and a copy will be provided at reasonable cost at the City of Sweet Home Community and Economic Development Department, 3225 Main Street, Sweet Home, OR 97386; (541) 367-8113.

## Exhibit A to Order of Approval for CMA23-01

The review and decision criteria for a comprehensive plan map amendment are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

**A. Amendments to the Comprehensive Plan map shall be reviewed in accordance with the Type IV review procedures specified in Chapter 17.128. [SHMC 17.112.020]**

Staff Findings: The application for the Comprehensive Plan Map Amendment was reviewed in accordance with SHMC 17.128.010 (B).

Based on the above information, staff find that the application complies with this criterion.

**B. An application for a map amendment shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.128. [SHMC 17.112.030]**

Staff Findings: The application was received and deemed completed on March 17, 2023. Notices were sent per SHMC 17.128.010(D)(1-7). Notices were emailed and mailed via US Postal Service on March 21, 2023. Notice was posted in the New Era newspaper on March 29, 2023.

Based on the above information, staff find that the application complies with this criterion.

**C. The applicant shall prepare and submit an application, site plan, and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. A site plan shall not be required to initiate a Comprehensive Plan map amendment. [SHMC 17.112.040]**

Staff Findings: the applicant submitted the application, a narrative, a site plan, and list of affected properties on March 17,2023.

Based on the above information, staff find that the application complies with this criterion.

**D. All information and analysis must justify the proposed change relative to the Map designation to which the property is proposed to change, and to the Map designation from which the property is changing. The analysis must address the impacts from decreasing acreage of one map designation and increasing acreage for the proposed map designation [SHMC 17.112.050(A)].**

Staff Findings: The Sweet Home Comprehensive Plan Map is proposed to change from the Commercial Central (C-1) zone, the Commercial Highway (C-2) zone, the Residential Low Density (R-1) zone, the Residential Medium Density (R-2) zone, the Residential High Density (R-2) zone, and the Mixed-Use Employment (MUE) zone to the Public Facility (PF) zone. The subject properties listed in the application do not have a Public Facility (PF) Comprehensive Plan designation. A Comprehensive Plan Map Amendment must be approved to complete a Zone Map Amendment. On October 27, 2022, the City of Sweet Home adopted the revised Sweet Home Municipal Code Title 17 that included Chapter 17.24 Public Facility (PF) Zone.

The historic land use of the subject properties has been a public use. With the adoption of the Public Facility (PF) zone, the applicants are proposing to bring the zoning in conformance with the historic and continued use of each property.

Based on the above information, staff find that the application complies with this criterion.

**E. Compliance is demonstrated with the Statewide Land Use Planning Goals and Guidelines and any relevant Administrative Rules applying to the subject properties or to the**

**proposed land use designation. If the proposed designation requires an exception to the Goals, the applicable criteria in the Land Conservation and Development Commission (LCDC) Administrative Rules for the type of exception needed shall also apply [SHMC 17.112.050(B)].**

Staff Findings: The application complies with Statewide Planning Goals 2 Land Use Planning and 11 Public Facilities and Services. The proposed designation does not require an exception to the goals.

Based on the above information, staff find that the application complies with this criterion.

**F. Consistency with the applicable goals and policies in the Comprehensive Plan is demonstrated [SHMC 17.112.050(C)].**

Staff Findings: Table 1 of the Summary of Comprehensive Plan Land Use Designations lists Public as a land use designation, however there was never municipal code written for the Public land use designation. SHMC Chapter 17.25 Public Facility (PF) Zone criteria were implemented on October 27, 2023. The update to the Public Facility zone will bring the subject properties into compliance with the Comprehensive Plan designation.

Based on the above information, staff find that the application complies with this criterion.

**G. The Plan does not provide adequate areas in appropriate locations for uses allowed in the proposed land use designation and the addition of this property to the inventory of lands so designated is consistent with projected needs for such lands in the Comprehensive Plan [SHMC 17.112.050(D)].**

Staff Findings: The use of the subject properties has been historically public. A Comprehensive Plan Map Amendment is required to do a zone map amendment for the properties listed on Attachments A and B. The zone change will bring the zoning designation in conformance with the use of the subject properties.

Based on the above information, staff find that the application complies with this criterion.

**H. The Plan provides more than the projected need for lands in the existing land use designation [SHMC 17.112.050(E)].**

Staff Findings: The use of the subject properties is not changing. A Comprehensive Plan Map Amendment is required to do a zone map amendment for the properties listed on Attachments A and B. The plan brings the zoning designation into conformance with the historic use of the subject properties.

Based on the above information, staff find that the application complies with this criterion.

**I. The proposed land use designation will not allow zones or uses that will destabilize the land use pattern in the vicinity or significantly adversely affect existing or planned uses on adjacent lands [SHMC 17.112.050(F)].**

Staff Findings: The use of the subject properties is not changing. A Comprehensive Plan Map Amendment is required to do a zone map amendment for the properties listed on Attachments A and B.

Based on the above information, staff find that the application complies with this criterion.

**J. Public facilities and services, including transportation facilities, necessary to support uses allowed in the proposed designation are available, or, will be available in the near future [SHMC 17.112.050(G)].**

Staff Findings: The use of the subject properties is not changing.





# REQUEST FOR COUNCIL ACTION

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**Title:** Public Hearing for a Zoning Map Amendment Application  
ZMA23-01

**Preferred Agenda:** May 23, 2023

**Submitted By:** Angela Clegg, Associate Planner

**Reviewed By:** B. Larsen, CEDD Director  
K. Young, City Manager

**Type of Action:** Resolution  Motion  Roll Call  Other

**Relevant Code/Policy:** SHMC 2.04.030 Powers of the City Council

**Towards Council Goal:** Vision Statement, Aspiration I: Desirable Community, Mission Statement

**Attachments:** Ordinance No. 13 for 2023, with Exhibit A  
CMA23-01 Planning Commission Order and Decision  
May 4, 2023 Draft Planning Commission Meeting Minutes

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## **Purpose of this RCA:**

The purpose of this RCA is to conduct a public hearing on Zoning Map Amendment Application ZMA23-01, make a decision regarding the application, and, if approved, conduct a first reading of the ordinance.

## **Background/Context:**

The City of Sweet Home, Sweet Home School District, and Sweet Home Fire District are proposing to change the Zoning Map for their properties, consisting of approximately 425 acres, located in Sweet Home, OR 97386 (see the attached map). The Sweet Home Zoning Map is proposed to change from the Commercial Central (C-1) zone, the Commercial Highway (C-2) zone, the Recreation Commercial (RC) zone, the Residential Low Density (R-1) zone, the Residential Medium Density (R-2) zone, the Residential High Density (R-2) zone, and the Mixed-Use Employment (MUE) zone to the Public Facility (PF) zone. On October 27, 2022, the City of Sweet Home adopted the revised Sweet Home Municipal Code Title 17 that included Chapter 17.24 Public Facility (PF) Zone.

The Sweet Home Planning Commission held a public hearing on May 4, 2023 to review application ZMA23-01 and receive testimony. At that meeting, the Planning Commission approved the application and recommended that the City Council approve it.

On May 23, 2023 the City Council will hold a Public Hearing regarding the application and may complete the 1<sup>st</sup> reading of the ordinance for Comprehensive Plan Map Amendment Application ZMA23-01.

**The Challenge/Problem:**

Should the zone map be changed to allow the Public Facility designation of the properties?

Should the zoning map designations be followed if the proposed amendment is consistent with the goals and policies of the comprehensive plan?

**Stakeholders:**

- The Owners would be bringing their properties into conformance with the historic uses and they would be able to develop their properties without the need of conditional use applications saving time and money.
- The City of Sweet Home would be bringing their properties into conformance with the historic use of their properties and would be able to develop their properties without a conditional use application.

**Issues and Financial Impacts:**

There are no issues or financial impacts currently identified.

**Elements of a Stable Solution:**

A stable solution is one in which a decision on the application is made that conforms with City Code and State Law.

The Sweet Home Municipal Code provides criteria for map amendments such as this:

- A. The proposed amendment is consistent with the goals and policies of the comprehensive plan;
- B. The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment;
- C. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and
- D. The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals

**Options:**

1. Deny Application ZMA23-01. Staff would prepare an Order of Denial for Application ZMA23-01.
2. Approve Application ZMA23-01 as presented and conduct the first reading of Ordinance No. 13 for 2023.
3. Recommend a different comprehensive plan map amendment. Council could review these proposed changes and recommend different zone amendments. Staff would take these recommendations and revise the proposed application for review at a future Planning Commission and Council meeting.

**Recommendation:** Staff Recommends Option 2: Approve Application ZMA23-01 as presented and conduct the first reading of Ordinance No. 13 for 2023.

ORDINANCE BILL NO. 13 FOR 2023

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING THE ZONING MAP

WHEREAS, the applicants, the City of Sweet Home, Sweet Home School District, and Sweet Home Fire District, are proposing to change the Zoning Map for their properties, consisting of approximately 425 acres, located in Sweet Home, OR 97386; and

WHEREAS, the Sweet Home Zoning Map is proposed to change from the Commercial Central (C-1) zone, the Commercial Highway (C-2) zone, the Recreation Commercial (RC) zone, the Residential Low Density (R-1) zone, the Residential Medium Density (R-2) zone, the Residential High Density (R-2) zone, and the Mixed-Use Employment (MUE) zone to the Public Facility (PF) zone; and

WHEREAS, the subject properties listed in the application do not have a Public Facility (PF) Zoning Map designation; and

WHEREAS, on October 27, 2022, the City of Sweet Home adopted the revised Sweet Home Municipal Code Title 17 that included Chapter 17.24 Public Facility (PF) Zone; and

WHEREAS, the Planning Commission of the City of Sweet Home held a public hearing on May 4, 2023 with due notice of such public hearing having been given and provided an opportunity for public comments and testimony. The Planning Commission deliberated at their May 4, 2023, meeting, and recommended that the City Council approve this application; and

WHEREAS, the City Council held a public hearing on this matter on May 23, 2023, with due notice of such public hearing, to provide opportunity for public comment and testimony. The City Council approved this application by motion at their May 23, 2023, meeting; and

WHEREAS, the proposed Public Facility (PF) zoning is needed to facilitate development of the subject property;

Now, Therefore,

THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

Section 1: The City of Sweet Home adopts the findings of fact in support of zoning map amendment application ZMA23-02 included as Exhibit A.

Section 2: The City of Sweet Home amends the Official Zoning Map, identified in SHMC 17.06 as the Zoning Map including all subsequent amendments, for the areas consisting of approximately 425 acres located in Sweet Home, OR 97386 included as Exhibit B. The Sweet Home Zoning Map is proposed to change from the Commercial Central (C-1) zone, the Commercial Highway (C-2) zone, the Recreation Commercial (RC) zone, the Residential Low Density (R-1) zone, the Residential Medium Density (R-2) zone, the Residential High Density (R-2) zone, and the Mixed-Use Employment (MUE) zone to the Public Facility (PF) zone.

Passed by the Council and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2023.



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Mayor

ATTEST:

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City Manager - Ex Officio City Recorder

Exhibit A

Findings of Fact in Support of Zone Change Application ZMA23-01

**Exhibit A to Order of Approval for ZMA23-01**

The review and decision criteria for a zone change are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

**A. Zone changes shall be reviewed in accordance with the Type IV review procedures specified in Chapter 17.128. [SHMC 17.114.020]**

Staff Findings: The application for the Zone Map Amendment was reviewed in accordance with SHMC 17.128.010 (B).

Based on the above information, staff find that the application complies with this criterion.

**B. An application for a zone change shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.128. [SHMC 17.114.030]**

Staff Findings: The application was received and deemed completed on March 17, 2023. Notices were sent per SHMC 17.128.010(D)(1-7). Notices were emailed and mailed via US Postal Service on March 21, 2023. Notice was posted in the New Era newspaper on March 29, 2023.

Based on the above information, staff find that the application complies with this criterion.

**C. The applicant shall submit an application and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. A site plan shall not be required to initiate a Zone Map amendment. [SHMC 17.114.040]**

Staff Findings: The applicant submitted the application, a narrative, a site plan, and list of affected properties on March 17, 2023.

Based on the above information, staff find that the application complies with this criterion.

**D. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification [SHMC 17.114.050(A)].**

Staff Findings: The Sweet Home Zoning Map is proposed to change from the Commercial Central (C-1) zone, the Commercial Highway (C-2) zone, the Residential Low Density (R-1) zone, the Residential Medium Density (R-2) zone, the Residential High Density (R-2) zone, and the Mixed-Use Employment (MUE) zone to the Public Facility (PF) zone. The subject properties listed in the application have a Public Facility (PF) Comprehensive Plan designation (with the approval of Application CMA23-01). A Comprehensive Plan Map amendment is being filed simultaneously for the subject properties not having a Public Facility comprehensive pan designation. A Comprehensive Plan Map Amendment must be approved to complete a Zone Map Amendment. On October 27, 2022, the City of Sweet Home adopted the revised Sweet Home Municipal Code Title 17 that included Chapter 17.24 Public Facility (PF) Zone.

The historic land use of the subject properties has been a public use. With the adoption of the Public Facility (PF) zone, the applicants are proposing to bring the zoning in conformance with the historic and continued use of each property.

Based on the above information, staff find that the application complies with this criterion.

**E. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity [SHMC 17.114.050(B)].**

Staff Findings: The use of the subject properties has been historically public. The zone change will bring the zoning designation in conformance with the use of the subject properties.

Based on the above information, staff find that the application complies with this criterion.

**F. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code [SHMC 17.114.050(C)].**

Staff Findings: The use of the subject properties has been historically public. The zone change will bring the zoning designation in conformance with the use of the subject properties.

Based on the above information, staff find that the application complies with this criterion.

**G. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property [SHMC 17.114.050(D)].**

Staff Findings: The use of the subject properties is not changing.

**H. For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met [SHMC 17.114.050(E)].**

Staff Findings: The Sweet Home Zoning Map is proposed to change from the Commercial Central (C-1) zone, the Commercial Highway (C-2) zone, the Residential Low Density (R-1) zone, the Residential Medium Density (R-2) zone, the Residential High Density (R-2) zone, and the Mixed-Use Employment (MUE) zone to the Public Facility (PF) zone. The subject properties listed in the application have a Public Facility (PF) Comprehensive Plan designation (with the approval of Application CMA23-01).

Based on the above information, staff find that the application complies with this criterion.

ZMA23-02  
Subject Property List

City						
Map	Tax Lot	Address	Square Feet	Acre	Zone	Comp Plan
34B	1709	1185 48th Ave	103158.49		R-1	PF
28D	213	1500 47th Ave	255192.23		RC	PF
28D	100	4296 Osage St	328127.3		M	PF
32AC	3600	N/A	63451.03		R-1	PF
31DA	3500	N/A	48080.06		R-1	PF
31DA	3600	N/A	65956.24		R-1	PF
31DD	9702	N/A	32233.31		R-1	PF
31DC	9100	N/A	119400.3		R-1	PF
31CC	800	N/A	252369.16		R-1	PF
31DA	2405	N/A	16316		R-1	PF
31DA	2403	N/A	96675.74		R-1	PF
31DA	2200	N/A	6392.16		R-1	PF
31DA	2300	N/A	6352.63		R-1	PF
31DA	2100	809 14th Ave	151577.61		R-1	PF
31DA	3302	N/A	117362.55		R-1	PF
31DA	3300	890 18th Ave	217403.42		R-1	PF
31DA	2000	877 14th Ave	105090.55		R-3	PF
31AD	7700	1101 13th Ave	11902.05		C-1	PF
31AC	13300	1141 12th Ave	16333.18		C-1	PF
31AC	12900	1140 12th Ave	23963.84		C-1	PF
31BC	2101	1300 Westwood Ln	91799.27		R-1	PF
36A	1101	N/A	51939.81		R-1	PF
36A	1102	N/A	1141.49		R-1	PF
31BC	703	1470 1st Ave	18300.48		R-1	PF
31BB	600	N/A	200954.04		R-1	PF
31BA	1100	1365 Pleasant Vallet Rd	23622.22		R-1	PF
31BB	1501	1359 Pleasant Valley Rd	36288.14		R-1	PF
31BB	1502	N/A	28642.35		R-1	PF
31BA	1300	1357 Pleasant Vallet Rd	167470.21		R-1	PF
31BA	2950	1755 9th Ave	36618.02		R-1	PF
31BA	3001	N/A	2123.73		R-1	PF
32BB	3705	1950 Main St	131366.91		C-2	PF
E29	2201	1400 24th Ave	194677.73		M	PF
33B	400	N/A	65227.46		C-2	C-2
32D	600	N/A	1323713.25		R-1/Linn Co	R-1/Linn Co
32CC	5100	N/A	76740.32		R-1	R-1
32CC	5800	N/A	28267.68		R-1	R-1
31DA	2400	N/A	47456.75		R-1	R-2
31DC	3800	N/A	4788.7		R-1	R-3
31CA	8802	N/A	4518.5		R-1	R-3
31BB	1700	N/A	1310.38		C-2	C-2
31AB	1201	N/A	55768.04		R-1	R-2
31AB	1301	N/A	54229.04		R-1	R-2
31AB	8000	N/A	1501.65		R-1	R-2
31AB	8100	N/A	2345.95		R-1	R-2
31AB	1500	1780 11th Ave	26373.59		R-1	R-2
31AB	2300	1712 11th Ave	12391.68		R-1	R-2
31AC	700	N/A	14216.46		R-3	R-3
31AC	1500	N/A	2028.8		R-3	R-3
31AC	1800	1206 Nandina St	4369.37		R-3	R-3
E29	3200	N/A	9019962.42		RC	MUE
E29	3805	N/A	1142479.61		RC	MUE
27C	1800	N/A	7341.29		R-1	R-1

**14917313.19** 342.45

School District						
Map	Tax Lot	Address	Square Feet	Acre	Zone	Comp Plan
27AC	2700	5526 Poplar Street	326350.07		R-1	PF
27DA	100	N/A	87487		C-2	PF
32AD	300	3205 Long Street	425661.72		R-1	PF
32CB	100	880 22nd Ave	1242127.05		R-1	PF
31AD	9100	1641 Long St	518180.9		R-3	PF
31DA	3200	N/A	22895.53		R-1	PF
31DA	3150	N/A	8989.6		R-1	PF
31DA	3100	N/A	10414.1		R-1	PF
32CB	300	873 18th Ave	113726.83		R-1	PF
32CB	201	N/A	2046.92		R-1	PF
32CB	200	N/A	36384.88		R-1	PF
31DA	3301	N/A	388459.16		R-1	PF
27AC	2600	N/A	11250.1		R-1	R-2
27AC	5400	N/A	7456.39		R-1	R-2
27DB	2001	N/A	41769.8		C-2	C-2
32CB	800	706 Mt View Rd	25277.55		R-1	R-1
32BC	3350	N/A	16498.7		R-3	R-3
32BC	3503	N/A	16634.57		R-3	R-3
32BC	400	1990 Long Street	122546.8		C-2	C-2
31AD	5700	N/A	30750.81		C-2	C-1

**3454908.48** 79.31



# CITY OF SWEET HOME PLANNING COMMISSION MINUTES

May 04, 2023, 6:30 PM  
Sweet Home City Hall, 3225 Main Street  
Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

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## Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 PM.

## Roll Call of Commissioners

### PRESENT

Laura Wood  
Jamie Melcher  
Henry Wolthuis  
Eva Journey  
Todd Branson  
Nancy White

### ABSENT

Jeff Parker, excused

### STAFF

Blair Larsen, Community and Economic Development Director

### GUESTS

Daniel Smith, 3235 Highway 20, Sweet Home, OR 97386  
Terry and Renae Hoover, 863 18th Avenue, Sweet Home, OR 97386

**Public Comment.** This is an opportunity for members of the public to address the Planning Commission on topics that are not listed on the agenda.

None

## Meeting Minutes:

- a) April 6, 2023 Planning Commission Meeting Minutes

A motion to approve the minutes with the revision that Eva Journey's absence was excused was made by Melcher, seconded by Wood.

Yea: 5

Nay: 0

Abstain: 1

Absent: 1

## Public Hearings

- a) Application CMA23-01

The public hearing opened at 6:43 PM.

Commissioner Wolthuis asked of the Commission if there were any ex parte, conflicts of interest, or personal bias, there were none. Commissioner Wood stated that she lives within a notice zone.

CEDD Director Larsen gave the staff report and testified on behalf of the application giving the purpose for the comprehensive plan map amendment.

Testimony in favor: None

Testimony in opposition: Renea Hoover asked if the zone change would affect property taxes. Larsen explained that it would not, it is only to change the zoning. Larsen explained the purpose of the Public Facility Zone. Hoover was concerned with public access, development and possible sales of the properties. Larsen explained the zone change will not have an effect on development or taxes. Wolthuis stated that the application is a house keeping item to bring the zoning into compliance with the use. Hoover asked if the property lines would be changed. Larsen explained that there are no property lines changes with a zone change. Wood further explained the purpose of the zone change.

Neutral Testimony: None

The public hearing was closed at 7:03 PM

Larsen announced that he would be happy to stay after the meeting and talk to anyone that has questions, but did not want to speak during the public hearing.

Commission discussion: Melcher stated that staff addressed the issues brought up by the public and the change will bring these properties into the correct zoning. Melcher was in favor of it. Journey stated that the change is consistent with the way the City is moving into the future. White felt it will tie it together neatly and will make the process less complicated. Branson stated that it should have been done a while ago and he is in favor of it. Wood feels that it will clean up the zoning and make the government more effective. Wood is in favor of the change.

A motion to approve Application CMA23-01 and recommend it to City Council was made by Wood, seconded by Journey.

Yea: 6

Nay: 0

Absent: 1

b) Application ZMA23-02

The public hearing was opened at 7:06 PM

Commissioner Wolthuis asked of the Commission if there were any ex parte, conflicts of interest, or personal bias, there were none.

CEDD Director Larsen gave the staff report and testified on behalf of the application giving the purpose for the zone map amendment.

Testimony in favor: None

Testimony in opposition: None

Neutral Testimony: None

The public hearing was closed at 7:13 PM

Melcher, Journey, White and Branson stated that they have the same comments as for the comprehensive plan map amendment. Wood stated that it made sense to match the zone change with the comprehensive plan change.

A motion to approve Application ZMA23-02 and recommend it to City Council was made by Wood, seconded by Melcher.

Yea: 6

Nay: 0

Absent: 1

**Staff Updates:**

Larsen informed the Commissions that Angela, the Associate Planner was at a training.

Larsen gave an update on current and proposed land use applications.

The City Council passed the Housing needs analysis.

The next hearing for the Redwood Street vacation is at the End of May.

Larsen informed the first City Council meeting of every month is now a work session meeting. There will be no voting except for land use decisions.

**Round Table Discussions** (Committee comments about topics not listed on the agenda)

None

**Adjournment**

The meeting was adjourned at 7:22 PM

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Henry Wolthuis, Vice Chairperson  
Sweet Home Planning Commission

Respectfully submitted by Angela Clegg, Associate Planner



**City of Sweet Home**  
 Community and Economic Development Department- Planning Program  
 3225 Main Street, Sweet Home, OR 97386 541-367-8113

In the matter of the ) Zone Map Amendment  
 Zone Map Amendment ) File No. ZMA23-01  
 request by City of Sweet Home, SHSD, SDFD )

**OFFICIAL NOTICE OF A PLANNING COMMISSION RECOMMENDATION  
 ON A LAND USE APPLICATION**

**PLANNING COMMISSION ORDER OF APPROVAL**

**REQUEST:** The City of Sweet Home, Sweet Home School District, and Sweet Home Fire District are proposing to change the Zoning Map for their properties, consisting of approximately 425 acres, located in Sweet Home, OR 97386 (see the attached map). The Sweet Home Zoning Map is proposed to change from the Commercial Central (C-1) zone, the Commercial Highway (C-2) zone, the Recreation Commercial (RC) zone, the Residential Low Density (R-1) zone, the Residential Medium Density (R-2) zone, the Residential High Density (R-2) zone, and the Mixed-Use Employment (MUE) zone to the Public Facility (PF) zone. On October 27, 2022, the City of Sweet Home adopted the revised Sweet Home Municipal Code Title 17 that included Chapter 17.24 Public Facility (PF) Zone. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

Application ZMA23-02 is being filed simultaneously with Application CMA23-01. The subject properties that do not have a Comprehensive Plan Designation of Public Facility (PF) will be pending the approval of Application of CMA23-01 to complete the Zone Map Amendment proposed in Application ZMA23-02.

**APPLICANT:** The City of Sweet Home

**PROPERTY OWNER:** City of Sweet Home, Sweet Home School District, Sweet Home Fire District

**FILE NUMBER:** ZMA23-02

**PROPERTY LOCATION:** Various Tax Lots, Sweet Home, OR 97386 (see Attachments A and B)

**REVIEW AND DECISION CRITERIA:** Sweet Home Municipal Code Section(s) 17.24, 17.114, OAR 660-012-0060

**STAFF CONTACT:** Angela Clegg, Associate Planner  
 Phone: (541) 367-8113; Email: [aclegg@sweethomeor.gov](mailto:aclegg@sweethomeor.gov)

- I. **PUBLIC HEARING:** The Sweet Home Planning Commission held a public hearing on May 4, 2023. At the hearing the Planning Commission reviewed application ZMA23-02. The Planning Commission received testimony and deliberated on this matter at their May 4, 2023 meeting and



passed a motion to recommend approval of the application to City Council. That motion of approval specified a 12-day appeal period from the date the decision motion is mailed. No specific conditions of approval were required.

- II. **FINDINGS OF FACT:** The Planning Commission provided an opportunity for testimony at the May 4, 2023 public hearing. The Planning Commission considered the information in the record, testimony at the public hearing, and the Findings of Fact listed in the Staff Report presented to the Planning Commission prior to the May 4, 2023 public hearing. The Planning Commission adopted the Findings of Fact listed in Section III of the Staff Report. The applicants are requesting to change the zone map to Public Facility (PF) to bring the zoning into conformance with the existing and approved comprehensive plan zoning designation. Section III of the Staff Report is included as Exhibit A to this Order.
- III. **DECISION: Approved** the motion to recommend the application to City Council on May 4, 2023. Based on the findings referenced in Exhibit A of this order, the Planning Commission found that the proposal described in ZMA23-02 complies with the applicable sections of the Sweet Home Municipal Code. The Sweet Home Planning Commission hereby approves application ZMA23-02 and recommends approval by the City Council.
- IV. **APPEALS:** All Type IV land use decisions of the City Council may be appealed to the Land Use Board of Appeals (LUBA). The appeal shall be submitted within 21 days of the date the decision is mailed. Appeals shall comply with LUBA procedures.

**PLANNING COMMISSION DECISION:** May 4, 2023  
**APPEAL DEADLINE:** May 16, 2023 at 5:00 PM  
**CITY COUNCIL MEETING:** May 23, 2023 at 6:30 PM

 Henry Wolthuis, Planning Commission Vice Chair	<u>5.16.23</u> Date
 Blair Larsen, Community and Economic Development Director	<u>5/16/23</u> Date

**APPEAL: This decision can be appealed.** The decision made by the Planning Commission is final unless written appeal from an aggrieved party is received by the City of Sweet Home no later than the appeal deadline listed above (21 days from the mailing of this decision). All appeals must be filed with the appropriate fee and documentation and submitted to: City of Sweet Home Community and Economic Development Department, 3225 Main Street, Sweet Home, OR 97386.

The City Council will hold a public hearing on the request upon appeal. If you would like any information concerning filing of an appeal, please contact the Planning Office at (541) 367-8113. Failure of an issue to be raised in a hearing, in person or by letter, or failure to provide sufficient specificity to afford the decision maker an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue.

A copy of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and a copy will be provided at reasonable cost. A copy of the Staff Report and all documentation included in the record for the file are available for inspection at no cost and a copy will be provided at reasonable cost at the City of Sweet Home

Community and Economic Development Department, 3225 Main Street, Sweet Home, OR 97386;  
(541) 367-8113.

## Exhibit A to Order of Approval for ZMA23-01

The review and decision criteria for a comprehensive plan map amendment are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

**A. Zone changes shall be reviewed in accordance with the Type IV review procedures specified in Chapter 17.128. [SHMC 17.114.020]**

Staff Findings: The application for the Zone Map Amendment was reviewed in accordance with SHMC 17.128.010 (B).

Based on the above information, staff find that the application complies with this criterion.

**B. An application for a zone change shall be filed with The City and accompanied by the appropriate fee. Notice shall be subject to the provisions in Chapter 17.128. [SHMC 17.114.030]**

Staff Findings: The application was received and deemed completed on March 17, 2023. Notices were sent per SHMC 17.128.010(D)(1-7). Notices were emailed and mailed via US Postal Service on March 21, 2023. Notice was posted in the New Era newspaper on March 29, 2023.

Based on the above information, staff find that the application complies with this criterion.

**C. The applicant shall submit an application and other supplemental information as may be required by City staff to indicate the intent of the development. The application shall include a statement explaining the proposal and providing analysis of the proposal relative to the approval criteria. A site plan shall not be required to initiate a Zone Map amendment. [SHMC 17.114.040]**

Staff Findings: The applicant submitted the application, a narrative, a site plan, and list of affected properties on March 17, 2023.

Based on the above information, staff find that the application complies with this criterion.

**D. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification [SHMC 17.114.050(A)].**

Staff Findings: The Sweet Home Zoning Map is proposed to change from the Commercial Central (C-1) zone, the Commercial Highway (C-2) zone, the Residential Low Density (R-1) zone, the Residential Medium Density (R-2) zone, the Residential High Density (R-2) zone, and the Mixed-Use Employment (MUE) zone to the Public Facility (PF) zone. The subject properties listed in the application have a Public Facility (PF) Comprehensive Plan designation (with the approval of Application CMA23-01). A Comprehensive Plan Map amendment is being filed simultaneously for the subject properties not having a Public Facility comprehensive pan designation. A Comprehensive Plan Map Amendment must be approved to complete a Zone Map Amendment. On October 27, 2022, the City of Sweet Home adopted the revised Sweet Home Municipal Code Title 17 that included Chapter 17.24 Public Facility (PF) Zone.

The historic land use of the subject properties has been a public use. With the adoption of the Public Facility (PF) zone, the applicants are proposing to bring the zoning in conformance with the historic and continued use of each property.

Based on the above information, staff find that the application complies with this criterion.

**E. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity [SHMC 17.114.050(B)].**

Staff Findings: The use of the subject properties has been historically public. The zone change will bring the zoning designation in conformance with the use of the subject properties.

Based on the above information, staff find that the application complies with this criterion.

**F. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code [SHMC 17.114.050(C)].**

Staff Findings: The use of the subject properties has been historically public. The zone change will bring the zoning designation in conformance with the use of the subject properties.

Based on the above information, staff find that the application complies with this criterion.

**G. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property [SHMC 17.114.050(D)].**

Staff Findings: The use of the subject properties is not changing.

**H. For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met [SHMC 17.114.050(E)].**

Staff Findings: The Sweet Home Zoning Map is proposed to change from the Commercial Central (C-1) zone, the Commercial Highway (C-2) zone, the Residential Low Density (R-1) zone, the Residential Medium Density (R-2) zone, the Residential High Density (R-2) zone, and the Mixed-Use Employment (MUE) zone to the Public Facility (PF) zone. The subject properties listed in the application have a Public Facility (PF) Comprehensive Plan designation (with the approval of Application CMA23-01).

Based on the above information, staff find that the application complies with this criterion.



# REQUEST FOR COUNCIL ACTION

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**Title:** Ordinance for Certain Updates of SHMC

**Preferred Agenda:** May 23, 2023

**Submitted By:** Robert Snyder, City Attorney

**Reviewed By:** Kelcey Young, City Manager

**Type of Action:** Resolution\_\_\_ Motion\_\_\_ Roll Call\_\_\_ Other\_x\_\_\_

**Relevant Code/Policy:** SHMC Section 1.01.010 Adoption  
SHMC Section 12.04.010C Owner--Responsibility

**Towards Council Goal:** Goal 2 (1) Update and streamline processes  
Vision Statement II WE ASPIRE to have an effective and efficient local government.

**Attachments:** SHMC 1.01.010 and SHMC 12.04.010C

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## **PURPOSE FOR THIS RCA:**

SHMC Section 1.01.010 is an information section of the SHMC that lists the past code compilers. The proposed amendment adds to the list the City of Sweet Home since it is now compiling new code sections and changes to the code in house.

SHMC Subsection 12.04.010 C. deals with agreements that are entered into between the City and a property owner pertaining to later development of improvements for sidewalk, driveway approach, curb, gutter, storm drain and street improvement when development is adjoining an unimproved street. The proposed amendment updates the verbiage by removing “non-remonstrance” before agreement and inserting therein “development” before agreement to make it the same as the new zoning code.

## **BACKGROUND/CONTEXT:**

The first amendment dealing with code updates adds the City of Sweet Home to the compilers of the code when new sections and amendments are added to the code. The City Manager’s office is currently entering the changed code sections when new ordinances amend or change the code instead of sending it to a publisher.

The second amendment dealing with development improvement agreements updates the verbiage to match the wording in the new zoning code.

**THE CHALLENGE/PROBLEM:**

Should the City of Sweet Home pass the proposed ordinance ?

**STAKEHOLDERS**

Staff- for ordinance provisions that will reflect how the code is compiled and make it consistent between its different Chapters.

City Council - for an effective way to update the SHMC.

Citizens of Sweet Home - for effective and efficient local government in dealing with its laws.

**ISSUES & FINANCIAL IMPACTS:**

There are no financial terms of the proposed ordinance .

**ELEMENTS OF A STABLE SOLUTION:**

Keep the code sections reflecting what is the current processes in the City and keep it updated so the different chapters read the same.

**OPTIONS:**

1. Do Nothing- Keep the current code without the new provisions.
2. Motion to conduct a first reading of the proposed ordinance as presented
3. Motion to conduct a first reading of the proposed ordinance with changes- The Council may make changes to the proposed ordinance.
4. Direct Staff to research other ways to accomplish the same goals.

**RECOMMENDATION:**

Option 2 is the recommended option: Motion to conduct a first reading of the proposed ordinance as presented.





ATTACHMENT TO RCA

SHMC 1.01.010

There is adopted the "Sweet Home Municipal Code", as now and hereafter compiled, edited and published for the City of Sweet Home by American Legal Publishing Corporation, Cincinnati, Ohio and any subsequent publishing company hired by the City of Sweet Home for said purpose.

SHMC 12.04.010

C. A bond or other legal instrument approved by the City Engineer binding an owner and all future owners to construct a sidewalk and/or driveway approach within a given time frame shall be required prior to occupancy approval as a condition of all building, development and public work permits for all new construction on property adjoining an improved street where sidewalks and/or driveway approaches are not in existence. When new construction is not adjoining an improved street, the owner shall sign a non-remonstrance agreement for future improvements (including sidewalk, driveway approach, curb, gutter, storm drains and street improvements) to be recorded in Linn County deed records and shall be binding upon all future owners. The method of financing the improvements shall include LID'S or any other approved fair share methods assigning costs to an owner.

ORDINANCE BILL NO.15 FOR 2023

ORDINANCE NO. \_\_\_\_\_

SWEET HOME ORDINANCE AMENDING SHMC SECTION 1.01.010 PERTAINING TO CODE COMPILERS AND SHMC SECTION 12.04.010 (C) PERTAINING TO DEVELOPMENT IMPROVEMENTS.

WHEREAS, The City of Sweet Home is updating its adoption section of the SHMC to keep current with city procedures on the compilation of the code and is updating wording that needs to be reflected in other parts of the code to be consistent with the new zoning code.

Now therefore,

The City of Sweet Home does ordain as follows:

Section 1. SHMC Section 1.01.010 is amended to read as follows:

There is adopted the "Sweet Home Municipal Code", as has been and is now and hereafter compiled, edited, and published for the City of Sweet Home by American Legal Publishing Corporation, Cincinnati, Ohio; by any subsequent publishing company hired by the City of Sweet Home for said purpose; and by the City of Sweet Home.

Section 2. SHMC Subsection 12.04.010C is amended by removing therefrom the word "non-remonstrance" and replacing it with the word "development" before the word agreement therein.

PASSED by the Council and approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager - Ex Officio City Recorder



# REQUEST FOR COUNCIL ACTION

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**Title:** Public Notice: Legislative Amendment LA23-01 (HNA)

**Preferred Agenda:** May 23, 2023

**Submitted By:** Angela Clegg, Associate Planner

**Reviewed By:** Blair Larsen, CEDD Director  
Kelcey Young, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion X Roll Call \_\_\_\_ Other \_\_\_\_

**Relevant Code/Policy:** Sweet Home Comprehensive Plan, Chapter 4

**Towards Council Goal:** Aspiration II: Effective and Efficient government; Goal 2.1: Update and Streamline Processes; Goal 2.2: Develop continuity in planning and permitting processes.

**Attachments:** Ordinance No. 9 for 2023, Ordinance No.1315

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**Purpose of this RCA:**

The purpose of this RCA is to hold a 3rd reading to adopt the 2022 Housing Needs Analysis and text amendments to the Sweet Home Comprehensive Plan, Chapter 4: Residential Lands and Housing, and adopt Ordinance No. 9 for 2023, Ordinance No.1315.

**Background/Context:**

This legislative amendment, LA 23-01, consists of the 2022 Housing Needs Analysis and text amendments to Sweet Home Comprehensive Plan, Chapter 4. The proposed text amendments were identified by the consultants, based on data provided by staff and feedback from the Planning Commission.

The following is a timeline of meetings associated with this project:

- January 13, 2023: Staff submitted the online PAPA.
- February 1, 2023: Notice Published in the New Era
- February 16, 2023: The Planning Commission held a public hearing on the proposed text amendments. The Planning Commission moved to continue the hearing to March 16, 2023 based on feedback from DLCD.
- March 16, 2023: The Planning Commission held a public hearing on the proposed text amendments. The Planning Commission moved to continue the public hearing to April 6, 2023 based on feedback from the consultants.
- April 6, 2023: The Planning Commission held a public hearing on the proposed text amendments. The Planning Commission moved to recommend approval of the amended Development Code to City Council.
- April 25, 2023: the City Council held a public hearing regarding this legislative amendment, and conducted the first reading of the legislative amendment.

- May 9, 2023: the City Council conducted the second reading of Ordinance No. 9 for Legislative Amendment LA23-01.

At the May 23, 2023 City Council Meeting, the Council will conduct the third reading of Ordinance No. 9 for Legislative Amendment LA23-01 and adopt Ordinance No. 1315.

**The Challenge/Problem:**

Should the City adopt the Housing Needs Analysis and amend Chapter 4 of the Comprehensive Plan in the manner recommended by the Planning Commission?

**Stakeholders:**

- City of Sweet Home Residents – The proposed analysis and text amendments benefit residents with a clearer and more efficient plan.
- Property Owners and Developers: Benefit from clear standards.
- Staff: Will be able to implement the Comprehensive Plan with more efficiency.

**Issues and Financial Impacts:**

This change will have no financial impact on the City.

**Elements of a Stable Solution:**

A stable solution involves adopting the Housing Needs Analysis and changes to the City’s Comprehensive Plan that improve the quality of development for current and future residents and businesses, without overly burdening property owners and developers in a way that is clear, consistent, and does not require significant staff interpretation. In addition, a stable solution would be consistent with the City’s policies and goals.

**Options:**

1. Approve application LA23-01 and adopt Ordinance No. 9 for 2023, Ordinance No. 1315.
2. Deny application LA23-01 and direct staff and the Planning Commission to make revisions (specify).
3. Continue the public hearing to a later date to allow more time for the Council to examine the proposed changes or to provide staff time to prepare amendments or additional information (specify).
4. Take no action; leave the code as is.
5. Other

**Recommendation:**

Staff recommends option 1: Approve application LA23-01 and adopt Ordinance No. 9 for 2023, Ordinance No. 1315.

**ORDINANCE BILL NO. 9 FOR 2023**

**ORDINANCE NO. 1315**

**SWEET HOME ORDINANCE AMENDING CHAPTER 4 OF THE CITY OF SWEET HOME COMPREHENSIVE PLAN AND ADOPTING A HOUSING NEEDS ANALYSIS**

WHEREAS, Oregon law requires that state, regional, and local governments plan for housing needs for the people of the state; and

WHEREAS, the City of Sweet Home has not undertaken a housing needs analysis since 2001, and Sweet Home has experience significant growth since then; and

WHEREAS, in 2021 the City obtained a grant from the Oregon Department of Land Conservation and Development for a Housing Needs Analysis; and

WHEREAS, the Sweet Home Planning Commission held four work sessions and one public hearing as part of the Housing Needs Analysis process; and

WHEREAS, the Housing Needs Analysis identified a need to update the Housing chapter of the City's Comprehensive Plan; and

WHEREAS, a public hearing before the Planning Commission was held on April 6, 2023, during which the Planning Commission duly considered the subject, including the staff recommendations, and all the exhibits and testimony offered by all interested parties, and recommended that the City Council adopt the Housing Needs Analysis as a sub-element of the Sweet Home Comprehensive Plan; and,

WHEREAS, the Sweet Home City Council held a public hearing on the matter on April 25, 2023, and has considered the Planning Commission's recommendation, the staff reports in this matter, and the testimony and evidence of interested parties, and has evaluated the Housing Needs Analysis against the Statewide Goals, state requirements, the Comprehensive Plan, and other applicable standards.

NOW THEREFORE,

The City of Sweet Home does ordain as follows:

- Section 1. The City of Sweet Home Comprehensive Plan is hereby amended by deleting the existing Chapter 4: Residential Lands and Housing and inserting the document set forth in Exhibit A.
- Section 2. All previously adopted Housing Needs Analysis documents are hereby repealed.
- Section 3. The Housing Needs Analysis, attached hereto as Exhibit B, is hereby adopted as an amendment to and a sub-element of the Sweet Home Comprehensive Plan.
- Section 3. To reflect adoption of the Housing Needs Analysis, City staff are directed to make conforming changes to the Comprehensive Plan necessary to incorporate the amendments adopted herein.

PASSED by the Council and approved by the Mayor this \_\_\_ day of \_\_\_\_\_, 2022.

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Mayor

ATTEST:

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City Manager - Ex Officio City Recorder

# EXHIBIT A

## Chapter 4: Residential Lands and Housing

### **Community Goals**

Sweet Home strives to establish residential areas that are safe, healthful and attractive places to live, and that will provide a maximum range of residential choices for the people in Sweet Home.

### **Overview**

Through comprehensive planning, the City of Sweet Home can help guide the quantity, type, and affordability of its housing stock. Sweet Home recognizes the challenge of planning for a variety of housing options in both existing neighborhoods and new residential areas. How to achieve housing options that match the changing demographics and lifestyle of the residents will continue to be one of the challenges facing the community.

This chapter provides necessary information to guide housing policies within Sweet Home. There are many factors to consider when developing and implementing housing policies. The City of Sweet Home shall encourage provision of the right number of housing units of the right type and price for Sweet Home residents through designating appropriate acreage. This chapter explains how the Comprehensive Plan policies will help achieve both the City's housing goals and the Statewide Planning Goals.

### **Statewide Goal 10: Housing**

Oregon Statewide Goal 10 requires cities to "provide for the housing needs of citizens of the State." This chapter presents the information the City of Sweet Home needs to make important decisions about housing.

Under Goal 10 rules and guidelines, the Comprehensive Plan shall include the following information and components:

- A buildable lands inventory,
- A comparison of Sweet Home residents' incomes with the cost of available housing,
- Existing vacancy rates and housing demand,
- An inventory of existing housing in Sweet Home, and
- Information about the number of needed housing units.

### **People**

Analyzing population trends makes up an important part of evaluating Sweet Home's current and future housing needs. Projecting Sweet Home's population for a 20 year planning period and knowing the characteristics of that population helps determine the City's overall housing need. It also helps answer questions like "How many new housing units will Sweet Home need over the next 20 years?" and "How much affordable housing does Sweet Home need?"

Sweet Home experienced considerable population increases during the 1930s and early 1950s. In the decades since then, Sweet Home's population experienced a slower growth rate than the rest of Linn County and Oregon. Between 2000 and 2020, Sweet Home's population grew from 8,016 to 9,415. This rate of growth will continue for the 20-year planning period. Long-range population forecasts prepared

by Portland State University anticipate that 1,720 new residents will be added to the Sweet Home Urban Growth Boundary (UGB) over the next 20 years.

### **Needed Housing Units**

City building permit records show that 438 residential building permits were issued between 1990 and 2000. Most of these permits (88 %) were issued for single-family units, either detached or manufactured. Twelve percent of the permits were issued for multiple-family units. Sweet Home expects this trend to continue during the 20-year planning period, which means that the majority of new housing units will most likely be single-family homes. Sweet Home is anticipated to add approximately 1,720 people to its population over the next 20 years. To accommodate this growth in population, Sweet Home will require an additional 691 housing units plus 16 people living in group quarters over the next 20 years.

### **Types of Housing**

Historically, most homes in Sweet Home have been detached, single-family residences. According to the Buildable Lands Inventory, this trend will likely continue during the 20-year planning period but could also shift due to other factors. The factors driving this potential shift include changes in demographics and decreases in housing affordability. The aging of the Baby Boomers and the growth of younger and diversified Millennial households is likely to result in increased demand for a wider variety of housing that are affordable and appropriate for both the elderly and families with children. Therefore, of the 691 new housing units, 503 should be single-family detached homes (such as small lot and standard lot subdivisions); 46 townhomes/duplexes; 49 multifamily units (apartments); and 93 manufactured housing units or cottage homes.

Historically, most Sweet Home residents who own their home choose to live in single family residences. As of 2020 73% of owners live in single-family residences, 13% manufactured homes, 7% multifamily, and 7% in plexes. If this trend continues, most owner-occupied housing needs will be met through single family homes. Owner-occupied housing units represent 60% of the occupied housing inventory while renter-occupied units account for the other 40% of the inventory. Ownership is most prevalent among single-family detached and manufactured housing types while renters are more likely to favor townhomes, plexes, and multifamily units.

### **Affordability of Housing**

Goal 10 requires Sweet Home to address the range of housing prices and rents to find out if a balance exists between the cost of housing and Sweet Home residents' income. The Housing Needs Analysis concluded that, of the 691 units Sweet Home will need for the 20-year planning period, a certain number of those units must be within a certain price or rent range in order to fulfill the needs of Sweet Home residents.

The majority of needed rental units are projected to be 50% to 80% of MFI and less than 30% of MFI. Nearly opposite trends exist for needed owner-occupied units. The most need exists for units that are 120% or more of MFI.

The table below shows how many units will be needed for the 20-year planning period.



Housing Type	Owner-Occupied Dwellings	Renter-Occupied Dwellings	Total Dwelling Units	Attainable Housing Products
Upper (120% or more of MFI)	292	46	338	Standard Homes
Upper Middle (80% to 120% of MFI)	83	36	119	Cottage Homes, Townhomes, Apartments
Lower Middle (50% to 80% of MFI)	42	77	119	Townhomes, Mfgd. Homes, Plexes, Apts.
Low (less than 50% of MFI)	0	38	38	Govt. Assisted Apts. & ADUs
Very Low (less than 30% of MFI)	0	77	77	Govt. Assisted Apts. & ADUs
<b>Total</b>	<b>417</b>	<b>274</b>	<b>691</b>	

## Existing Lands and Needed Lands

### Buildable Lands Inventory

Like every city in Oregon, Sweet Home must provide enough buildable land to accommodate future housing need for a 20-year planning period. For the purpose of analysis, “buildable” lands include vacant land and land where the value of the structures on the land equals or exceeds the value of the land. A buildable lands inventory serves an important function for the Comprehensive Plan. The inventory calculates the amount of suitable, available, and necessary land for residential use. Because it describes how many acres of each type that exist in Sweet Home, the buildable lands inventory serves as the starting point for housing policies in Sweet Home.

The findings indicate there is a total of 2,077 acres zoned for residential uses in Sweet Home, including 1,504 gross developed acres and 427 gross vacant acres.

The table below shows each land use designations and how many buildable acres exist in each land designation.

Zone Designation	Buildable Vacant	Public Facilities	Net Vacant
Central Commercial	2	1	2
Highway Commercial	16	4	12
Neighborhood Commercial	0	0	0
Residential/Industrial/Transition	3	1	2
High Density Residential	34	9	26
Medium Density Residential	28	7	21
Low Density Residential	254	63	190
RR-1	6	2	5
RR-2.5	0	0	0
<b>Total</b>	<b>343</b>	<b>86</b>	<b>257</b>

Source: Sweet Home Buildable Land Inventory; 3J Consulting

### Needed Residential Lands 2000-2020

To accommodate the addition of approximately 632 dwelling units to the City’s housing stock, Sweet Home will require at least 135 net acres of buildable land area. Because Sweet Home will continue to need different types of housing and lot sizes, the City will need to make a variety of zones available for residential uses. The table below illustrates how many acres Sweet Home needs for each different residential plan designation.

Dwelling Unit Type	20-Year Dwelling Unit Demand	Applicable Plan Designation	Applicable Local Zones	Allowable Density (DU/Ac)	Avg. Development Density (DU/Ac)	Net Buildable Land Requirement	Gross Buildable Land Need*	%
Single Family Detached	460	LDR	RR-1, RR-2.5, LDR, R/VT	1 to 5	4.0	115	144	73%
Mfd. Homes & Cottages	85	MDR	MDR	3 to 10	6.5	13	16	13%
Townhomes / Plexes	42	MDR	MDR	6 to 12	9.0	5	6	7%
Multifamily (5+ units)	45	CC, HC, NC, HDR	CC, HC, NC, HDR	14 to 36	18.0	2	3	7%
<b>Total</b>	<b>632</b>					<b>135</b>	<b>169</b>	<b>100%</b>

Source: prior tables; and interpretation of current zoning code and housing development/market conditions.

\* Assumes 25% of site area required for future public facilities, roads, easements, etc.

According to the Housing Needs Analysis, Sweet Home has sufficient buildable land, in all designated densities, to provide for the City’s residential housing needs during the 20-year planning period.

Sweet Home intends the Housing Policies listed below to help maintain and establish residential areas that are safe, healthful, and attractive places to live, and that provide a maximum range of residential choices for people in Sweet Home. As with all policies in this Plan, the Housing Policies act as a guide for Sweet Home’s Zoning Code to implement the goals outlined in this chapter.

Population (2020)	9,415
Projected Population (2040)	11,135
Projected Growth Rate	0.76%
Projected New Residents	1,720

### Residential Land Use Policies

1. Residential areas will offer a wide variety of housing types in locations best suited to each housing type.
2. Sweet Home will encourage rehabilitation or redevelopment of older residential areas.
3. The City encourages flexibility in design to promote safety, livability, and preservation of natural features.
4. Sweet Home establishes density recommendations in the Plan in order to maintain proper relationships between proposed public facilities, services, and population distribution.
5. The City will work with public and nonprofit organizations that provide affordable housing within the community.
6. Schools and parks shall be distributed throughout the residential section of the community.
7. Where nonresidential uses abut residential areas in the community, nonresidential uses shall be subject to special development standards.
8. Efforts will be made to complete or connect existing sidewalks along routes to schools, parks, or commercial areas.
9. Development of residential local streets, whenever possible, will increase connectivity within and between neighborhoods.

10. The maximum net development densities (not including streets), in high density residential areas shall not exceed 35 multi-family dwelling units per acre, based on the standards for unit type.
11. Many of the hillside areas of Class II slope or less (25% slope or less) provide attractive sites for residential use. The City may enact special development standards governing hillside development on Class II slopes.
12. Efforts will be made to extend trails, pedestrian ways, and bikeways through existing residential areas.
13. To encourage connectivity and pedestrian access, residential blocks shall meet the development standards, except when topographical constraints make the standards impractical. When existing conditions or topography prevent a cross street, a pedestrian access way to connect streets should be considered as part of the development.
14. Ensure the land use code includes “clear and objective” standards for housing development and does not have the effect of discouraging needed housing through unreasonable cost or delay or reducing the proposed housing density already allowed by zoning.
15. Create a marketing campaign that increases awareness and participation in green energy tax credit programs to provide homeowners and renters assistance in upgrading their homes to be more energy efficient.
16. Regularly conduct a Fair Housing audit of the City’s development processes and Development Code. An audit would look at existing definitions, restrictions, standards that trigger conditional use permits, and disparate impacts of policies on protected classes.
17. Identify areas of high priority for improving infrastructure to support new residential development, focusing on opportunities for new development in higher density zones. Particularly in areas with vacant land zoned for housing.
18. Plan for a 20-year supply of suitable land for Sweet Home to meet housing needs through regular monitoring and adjustments of available residential land.
19. Streamline the permitting process to reduce cost and delay of new housing units.
20. Promote the development of accessory dwelling units as a means to contribute to the overall housing stock and rental market.
21. Identify public owned properties that could be used for affordable housing.
22. Consider deferrals or waivers of SDCs for affordable housing developments.
23. Monitor annually the number of total housing units, regulated affordable units, multifamily units, regulated affordable multifamily units and single family units, and regulated affordable single family units.
24. Explore opportunities to remove undevelopable land from the buildable land inventory, including comprehensive plan amendments, rezoning and land exchanges.
25. Utilize the Oregon Wildfire Risk Explorer mapping tool to identify the wildland-urban interface and wildfire risk at the property ownership level.
26. New housing development in the wildland-urban interface should be avoided or minimized.

# City of Sweet Home Housing Needs Analysis

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December 2022

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# Acknowledgements

This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.

## **Sweet Home City Council**

Greg Mahler, Mayor  
Diane Gerson, President  
Susan Coleman  
Lisa Gourley  
Dylan Richards  
Angelia Sanchez  
Dave Trask

## **Sweet Home Planning Commission**

Jeffrey Parker, Chair  
Jamie Melcher  
Eva Journey  
Greg Korn  
Greg Stephens  
David Lowman  
Henry Wolthuis  
Dave Trask

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Natalie Knowles

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Todd Chase  
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# Introduction

The Sweet Home Housing Needs Analysis (HNA) is intended to serve as a basis for the City of Sweet Home to document new information regarding the city’s Buildable Land Inventory (BLI), population and employment trends, and development policies aimed at providing adequate land within the urban growth boundary (UGB) to accommodate the next 20 years of population growth.

## Oregon Regulatory Requirements

The passage of the Oregon Land Use Planning Act of 1974 (ORS Chapter 197) established the Land Conservation and Development Commission (LCDC) and the Department of Land Conservation and Development (DLCD). The Act required the Commission to develop and adopt a set of statewide planning goals. Goal 10 addresses housing in Oregon and provides guidelines for local governments to follow in developing their local comprehensive land use plans and implementing policies.

At a minimum, local housing policies must meet the applicable requirements of Goal 10 and the statutes and administrative rules that implement it (ORS 197.295 to 197.314, ORS 197.475 to 197.490, and OAR 600-008).<sup>1</sup> Goal 10 requires incorporated cities to complete an inventory of buildable residential lands. Goal 10 also requires cities to encourage the numbers of housing units in price and rent ranges commensurate with the financial capabilities of its households. Goal 10 defines needed housing types as “all housing on land zoned for residential use or mixed residential and commercial use that is determined to meet the need shown for housing within an UGB at price ranges and rent levels that are affordable to households within the county with a variety of incomes, including but not limited to households with low incomes, very low incomes and extremely low incomes.” ORS 197.303 defines needed housing types:

- (a) Housing that includes, but is not limited to, attached and detached single-family housing and multiple family housing for both owner and renter occupancy.
- (b) Government assisted housing.<sup>2</sup>
- (c) Mobile home or manufactured dwelling parks as provided in ORS 197.475 to 197.490.
- (d) Manufactured homes on individual lots planned and zoned for single-family residential use that are in addition to lots within designated manufactured dwelling subdivisions.
- (e) Housing for farmworkers.

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<sup>1</sup> ORS 197.296 only applies to cities with populations over 25,000.

<sup>2</sup> Government assisted housing can be any housing type listed in ORS 197.303 (a), (c), or (d).



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## Methodology

A recommended approach to conducting a housing needs analysis is described in *Planning for Residential Growth: A Workbook for Oregon's Urban Areas*, the Department of Land Conservation and Development's guidebook on local housing needs studies. As described in the workbook, the specific steps in the housing needs analysis are:

1. Project the number of new housing units needed in the next 20 years.
2. Identify relevant national, state, and local demographic and economic trends and factors that may affect the 20-year projection of structure type mix.
3. Describe the demographic characteristics of the population and, if possible, the housing trends that relate to demand for different types of housing.
4. Determine the types of housing that are likely to be affordable to the projected households based on household income.
5. Determine the needed housing mix and density ranges for each plan designation and the average needed net density for all structure types.
6. Estimate the number of additional needed units by structure type.

## Process

The HNA process was initiated at a kickoff management of City staff and the consultant in January 2022. PMT members continued to meet on regular basis over the course of the project to track progress on key tasks and deadlines, identify unanticipated issues and develop alternative approaches as needed.

The Planning Commission acted as the advisory committee for the HNA project. The advisory committee met three times in this capacity throughout the course of the project. The advisory committee reviewed and provided comments on key materials and made recommendations related to housing implementation policies.

- At meeting #1 in May 2022, the advisory committee viewed a presentation of demographic and housing trends in Oregon, Linn County, and the City of Sweet Home.
- At meeting #2 in September 2022, the advisory committee viewed a presentation on the Residential Buildable Land Inventory and Residential Land Need Analysis.
- Meeting #3 in December 2022, the advisory committee viewed a presentation on the final HNA report and the draft Comprehensive Plan Housing Chapter.

All advisory committee meetings were advertised and open to the public.

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## Report Organization

This report provides the technical basis of findings that support proposed housing policy recommendations and subsequent actions that the city will take to update its Comprehensive Plan and Development Code. Each section of this report provides current data, assumptions and results that comprise all findings and conclusions:

**I. Introduction.**

**II. Housing Need Projection:** provides a demographic overview and summary of market trends influencing housing growth in Sweet Home.

**III. Buildable Land Inventory:** identifies vacant, partially vacant, and redevelopable residential land within the Sweet Home UGB, and accounts for constraints to get to a final determination of capacity to meet 20-year needs.

**IV. Land Sufficiency Analysis:** this section compares expected land demand to vacant land supply to meet housing mix and densities described in the HNA.

**V. Findings and Recommendations** highlights key findings and draft housing policy recommendations.

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# Housing Need Projection

## Methodology

The methodology for projecting housing needs within the Sweet Home UGB includes consideration of demographic and socio-economic trends, housing market characteristics and long-range population growth projections.

Regional (Linn County) and local (City or UGB) population, households, income and market characteristics are described in this memorandum using data provided by the U.S. Census Bureau (Census and American Community Survey), the U.S. Department of Housing and Urban Development (HUD), Oregon Department of Housing and Community Services (OHCS), Portland State University (PSU) and the City of Sweet Home. Where trends or long-range projections are provided by an identified data source, this analysis includes extrapolations or interpolations of the data to arrive at a base year (2022 estimate) and forecast year (2042 projection). The result of this forecast translates population growth into households and households into housing need by dwelling type, tenancy (owner vs. renter) and affordability level.

## Demographic and Socio-Economics

### Population

The City of Sweet Home attained a record-high population of 9,415 people in 2020. Linn County population is currently estimated at 127,320 year-round residents. In the last twenty years, the population in Sweet Home has grown more slowly than the Linn County average (**Exhibit 1**).

**Exhibit 1: Population Trends (1990-2020)**

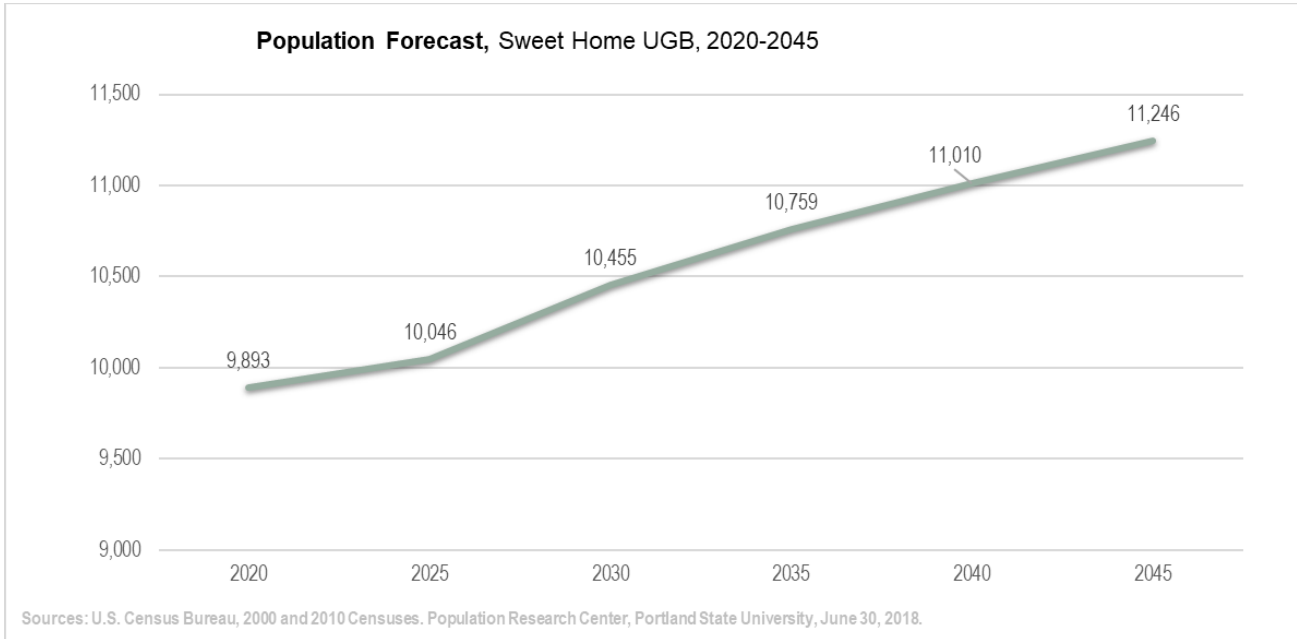
Population Estimates, Linn County and City of Sweet Home , 1990-2020					CAGR
	1990	2000	2010	2020	2000-2020
Linn County	91,227	103,069	116,672	127,320	1.06%
City of Sweet Home	6,850	8,016	8,925	9,415	0.81%

**Sources :** *Population Research Center, Portland State University, April 15, 2020*

*U.S. Census Bureau, PL94-171 redistricting data files.*

Long-range population forecasts prepared by PSU anticipate that 1,720 new residents will be added to the Sweet Home Urban Growth Boundary (UGB) over the next 20 years. This equates to a projected annual average growth rate (CAGR) of 0.76% for the city (see **Exhibit 2**).

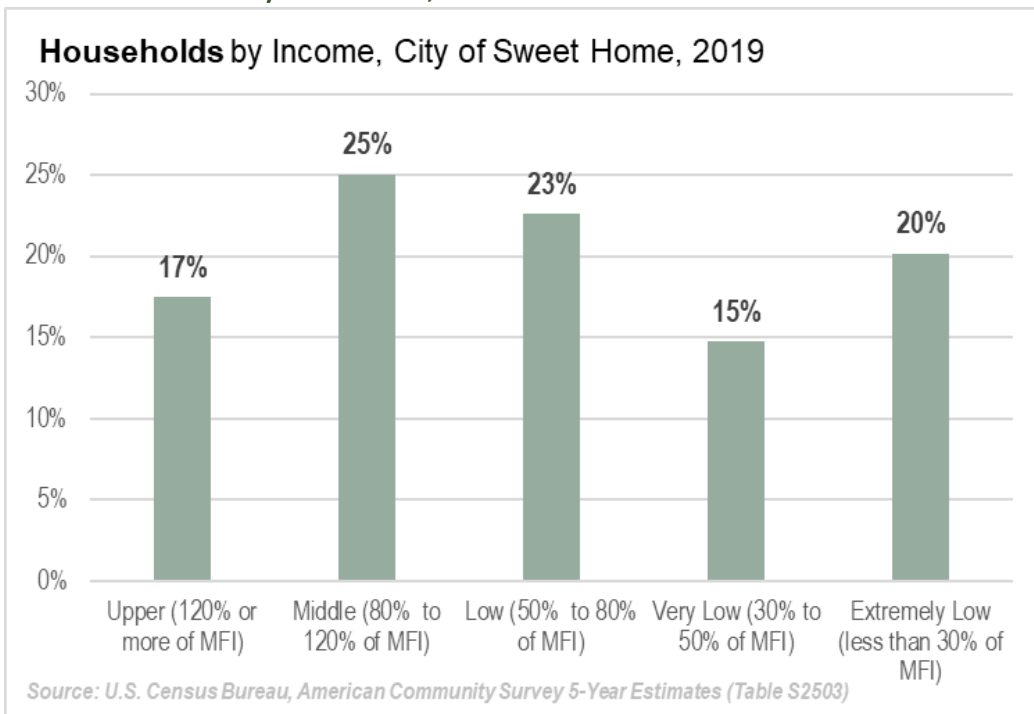
**Exhibit 2: Population Projections (2020-2045)**



**Socio-economic Characteristics**

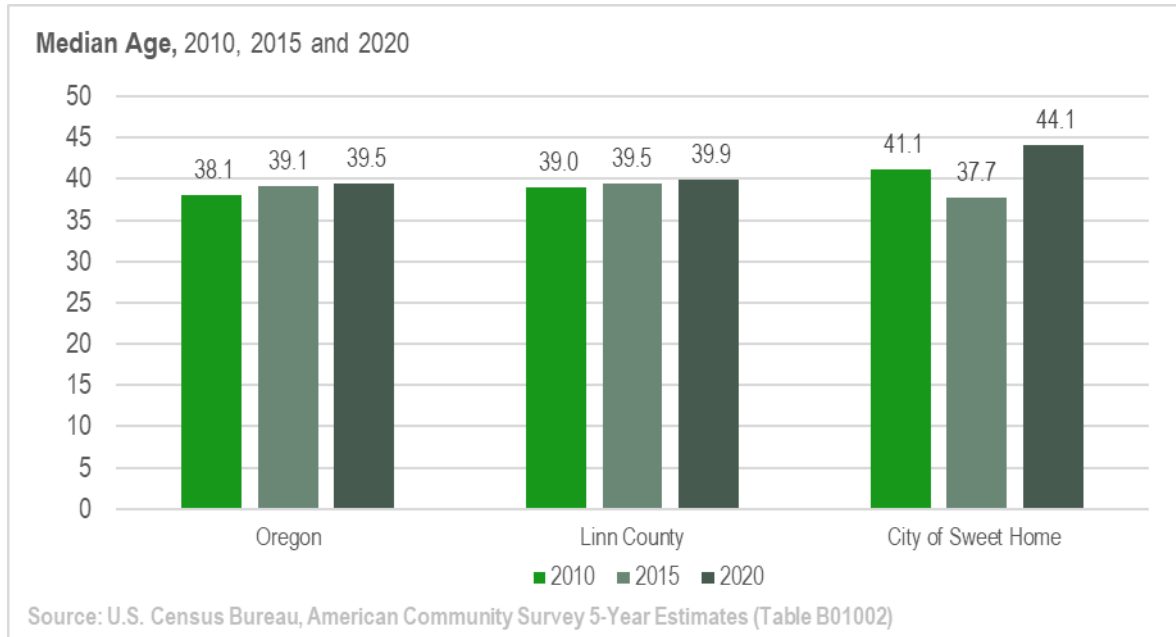
In 2020, the median family income (MFI) in Linn County was \$64,500. As shown below in **Exhibit 3**, income is relatively evenly distributed with 17% of households making more than \$77,400, 25% of households making between \$77,400 and \$51,600, 23% of households making between \$51,600 and \$32,250, 15% of households making between \$32,250 and \$19,350 and 20% of households making less than \$19,350.

**Exhibit 3: Households by Income Level, 2015-2019**



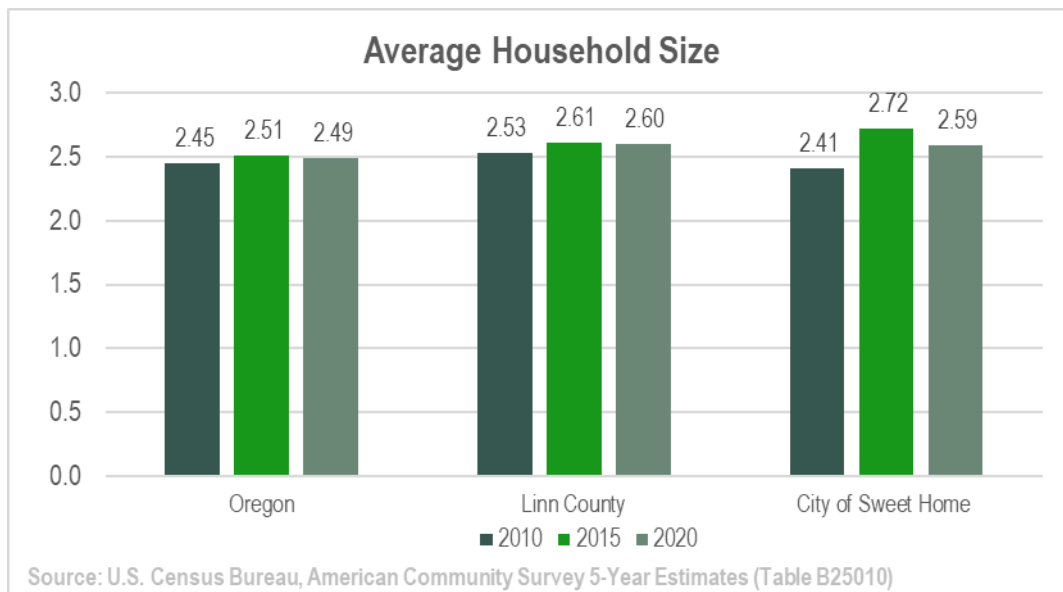
The median age in Sweet Home (44.1) is above the Linn County average (39.6) and is also below the statewide average (**Exhibit 4**).

**Exhibit 4: Median Age, 2010-2019**



Average household size in Sweet Home has fluctuated slightly over the last two decades, ranging between 2.72 and 2.41 residents per household. In 2020, there were 2.59 residents per household, slightly above the statewide average of 2.49 and below the countywide average of 2.6 (**Exhibit 5**).

**Exhibit 5: City of Sweet Home Average Household Size 2010-2020**

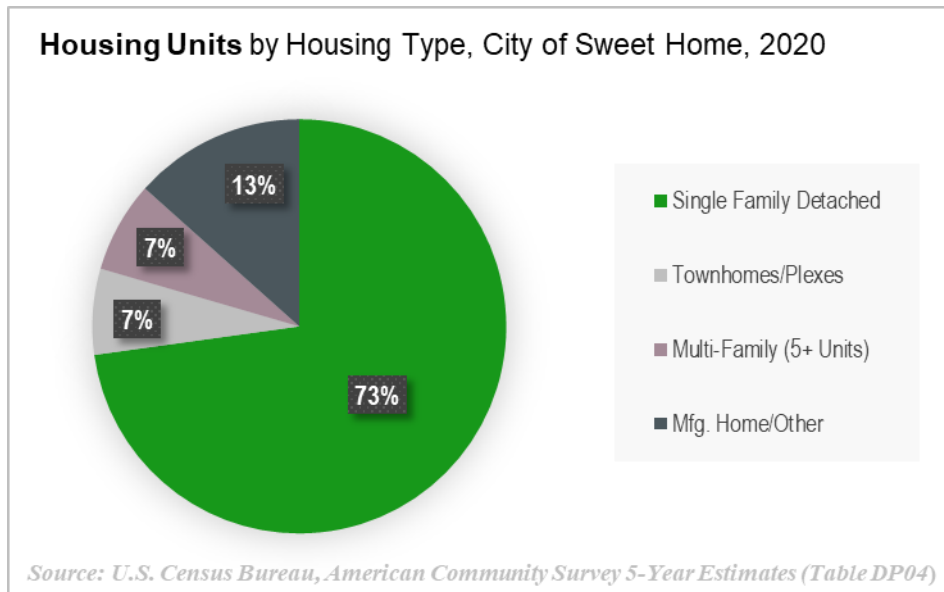


## Housing Inventory and Tenancy

Local housing inventory and tenancy sheds light on housing conditions and market demand preferences. In 2020, there were 4,137 housing units in Sweet Home of which 3,935 units were classified as occupied and 202 units were vacant.

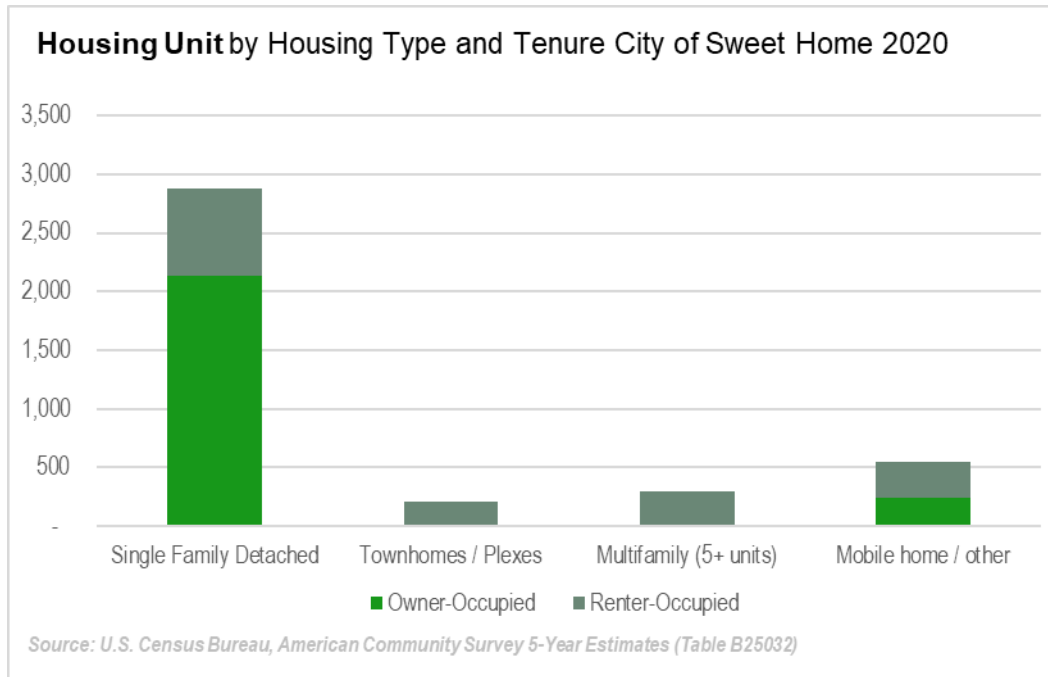
Like most cities in Oregon, single-family detached housing is the most prevalent housing type representing 73% of the housing stock. The remaining inventory in Sweet Home includes mobile homes (13%), multifamily (7%), and townhomes and plexes (7%), as shown in **Exhibit 6**.

**Exhibit 6: Existing Housing Inventory, 2020, City of Sweet Home**



Owner-occupied housing units represent 60% of the occupied housing inventory while renter-occupied units account for the other 40% of the inventory (**Exhibit 7**). Ownership is most prevalent among single-family detached and manufactured housing types while renters are more likely to favor townhomes, plexes, and multifamily units.

**Exhibit 7: Existing Housing Tenancy, 2020, City of Sweet Home**



## Housing Market Characteristics

To help gauge housing attainability in Sweet Home, FCS GROUP examined current median family income (MFI) levels using U.S. Housing and Urban Development (HUD) guidelines. By applying the assumptions shown in **Exhibit 8** below, based on the 2020 median family income (MFI) for Linn County (\$64,500), using HUD guidelines for upper middle households earning 80% of the MFI, a 4-person family should be able to afford monthly rents at \$1,290.

**Exhibit 8: Housing Affordability Analysis Assumptions**

Assumptions		
Interest Rate (conventional)	4.50%	
Downpayment	5%	
Mortgage duration (Years)	30	
Income Affordability Target Level %	30%	of median income
Property Taxes	0.0125	%of sales price
Mortgage Insurance	0.0085	%of loan amt
Home Insurance	0.0029	%of sales price

The rents shown in **Exhibit 9** are considered “attainable” if 30% of household income is allocated to housing.

**Exhibit 9: Sweet Home Affordable Housing Analysis**

<b>Linn County Median Family Income Level (2019)*</b>	<b>\$64,500</b>	
<b>Qualifying Income Level: Renters</b>	<b>Lower-end</b>	<b>Upper-End</b>
Upper (120% or more of MFI)	\$77,400	or more
Middle (80% to 120% of MFI)	\$51,600	\$77,400
Low (50% to 80% of MFI)	\$32,250	\$51,600
Very Low (30% to 50% of MFI)	\$19,350	\$32,250
Extremely Low (less than 30% of MFI)	\$19,350	or less
<b>Attainable Monthly Housing Cost: Renters (@30% of income</b>	<b>Lower-end</b>	<b>Upper-End</b>
Upper (120% or more of MFI)	\$1,935	or more
Middle (80% to 120% of MFI)	\$1,290	\$1,935
Low (50% to 80% of MFI)	\$806	\$1,290
Very Low (30% to 50% of MFI)	\$484	\$806
Extremely Low (less than 30% of MFI)	\$484	or less

Monthly housing costs are much higher for homeowners than renters due to added costs associated with insurance and taxes. If 30% of income is allocated to mortgage interest and principal, using the assumptions stated on Exhibit 8 above, the expected housing cost for owners at 80% MFI level is \$1,744, which should be sufficient to afford a home priced at \$265,000 (**Exhibit 10**). Unfortunately for households at 80% or below MFI, there are few homes listed for sale at attainable price levels.

**Exhibit 10: Sweet Home Affordable Housing Analysis: Homeowners**

<b>Linn County Median Family Income Level (2019)*</b>	<b>\$64,500</b>	
<b>HUD Qualifying Income Level</b>	<b>Lower-end</b>	<b>Upper-End</b>
Upper (120% or more of MFI)	\$77,400	or more
Middle (80% to 120% of MFI)	\$51,600	\$77,400
Low (50% to 80% of MFI)	\$32,250	\$51,600
Very Low (30% to 50% of MFI)	\$19,350	\$32,250
Extremely Low (less than 30% of MFI)	\$19,350	or less
<b>Supportable Housing Price: Mortgage Principal &amp; Interest</b>	<b>Lower-end</b>	<b>Upper-End</b>
Upper (120% or more of MFI)	\$397,000	or more
Middle (80% to 120% of MFI)	\$265,000	\$397,000
Low (50% to 80% of MFI)	\$165,000	\$265,000
Very Low (30% to 50% of MFI)	\$99,000	\$165,000
Extremely Low (less than 30% of MFI)	\$99,000	or less
<b>Monthly Housing Costs for Owners: PIT &amp; Insurance**</b>	<b>Lower-end</b>	<b>Upper-End</b>
Upper (120% or more of MFI)	\$2,616	or more
Middle (80% to 120% of MFI)	\$1,744	\$2,616
Low (50% to 80% of MFI)	\$1,089	\$1,744
Very Low (30% to 50% of MFI)	\$653	\$1,089
Extremely Low (less than 30% of MFI)	\$653	or less
<b>Min. Required Income Level: Owners</b>	<b>Lower-end</b>	<b>Upper-End</b>
Upper (120% or more of MFI)	\$104,628	or more
Middle (80% to 120% of MFI)	\$69,775	\$104,628
Low (50% to 80% of MFI)	\$43,566	\$69,775
Very Low (30% to 50% of MFI)	\$26,140	\$43,566
Extremely Low (less than 30% of MFI)	\$26,140	or less



Sweet Home home values have increased significantly in recent years. As indicated in **Exhibit 11**, median home values in Sweet Home increased to \$348,000 in March 2022, an annual increase of 19.4% over the past two years. Other cities in the region have experienced similar housing cost increases.

**Exhibit 11: Zillow Home Value Price Index in Select Markets**

	Mar-20	Mar-21	Mar-22	Annual Change %
Sweet Home	\$244,000	\$283,000	\$348,000	19.4%
Lebanon	\$277,000	\$315,000	\$387,000	18.2%
Brownsville	\$300,000	\$346,000	\$420,000	18.3%
Albany	\$304,000	\$338,000	\$414,000	16.7%
Junction City	\$333,000	\$373,000	\$447,000	15.9%

*Source: Zillow.com; analysis by FCS Group 4/18/22*

## Housing Needs

### Summary of Housing Needs

Based on the population projections described earlier and most current household size estimates of 2.59 people per household, the total net new housing need within the Sweet Home UGB is forecasted over the next 20 years is approximately 691 housing units plus 16 people living in group quarters (see **Exhibit 12**). This baseline housing need forecast assumes that the current share of group quarters population (includes people residing in congregate care facilities and housing shelters) and housing vacancy rates remain constant.

**Exhibit 12: Sweet Home Housing Needs Forecast**

	2022 Est.	2042 forecast	Change
City of Sweet Home UGB Population	9,968	11,688	1,720
Less Group Quarters (1%)	95	111	16
Pop in Households	9,873	11,577	1,703
Avg. Household Size	2.59	2.59	
Households (year round)	3,812	4,470	658
Vacancy and Seasonal Housing Assumption	4.9%	4.9%	34
Growth-related Housing Demand (dwelling units)	4,008	4,699	<b>691</b>

### Housing Demand by Dwelling Type and Tenancy

This baseline housing need forecast is generally consistent with the observed mix of housing types in Sweet Home. Additional housing forecast scenarios may be considered during the planning process to anticipate impacts of new policy objectives, such as:

- Local policies aimed at incentivizing mixed-use development in the downtown area.
- Ability to provide adequate infrastructure (water, sewer, and road capacity) to create new planned unit developments or single-family subdivisions.

- Changes in low density land use designations to create additional opportunities for middle housing types, such as duplexes and townhomes.

The baseline housing forecast predicts a range in the demand for housing types to address market preferences. The housing demand forecast includes: 503 single-family detached homes (such as small lot and standard lot subdivisions); 46 townhomes/duplexes; 49 multifamily units (apartments); and 93 manufactured housing units or cottage homes

**Exhibit 13: Sweet Home Housing Need by Tenure & Housing Type**

	Owner-Occupied Dwelling Units	Renter-Occupied Dwelling Units	Vacancy Assumption	Total Dwelling Units
Housing Tenure Distribution:	<b>397</b>	<b>261</b>	<b>34</b>	<b>691</b>
<b>Housing Type Distribution</b>				
Single Family Detached	356	125	22	503
Townhomes / Plexes	-	35	11	46
Multi family (5+ units)	-	49	0	49
Mfg. home/other	41	51	0	93
<b>Total</b>	<b>397</b>	<b>261</b>	<b>34</b>	<b>691</b>

In addition, it is anticipated that there will also be the need to accommodate approximately 16 people in some form of group quarters housing (such as seminary/student housing, congregate care, in-patient care, etc.).

**Exhibit 14** identifies that housing products that are most consistent with the projected housing need for Sweet Home.

**Exhibit 14: Projected Housing Demand by Income Level, Sweet Home**

Housing Type	Owner-Occupied Dwellings	Renter-Occupied Dwellings	Total Dwelling Units	Attainable Housing Products
Upper (120% or more of MFI)	292	46	338	Standard Homes
Upper Middle (80% to 120% of MFI)	83	36	119	Cottage Homes, Townhomes, Apartments
Lower Middle (50% to 80% of MFI)	42	77	119	Townhomes, Mfgd. Homes, Plexes, Apts.
Low (less than 50% of MFI)	0	38	38	Govt. Assisted Apts. & ADUs
Very Low (less than 30% of MFI)	0	77	77	Govt. Assisted Apts. & ADUs
<b>Total</b>	<b>417</b>	<b>274</b>	<b>691</b>	

This housing needs forecast for Sweet Home will be refined during the planning process with input from the City, Advisory Committee, and the public at large.

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# Buildable Land Inventory

In accordance with OAR 660-008-0005 (2), an estimate of buildable land inventory (BLI) within Sweet Home’s Urban Growth Boundary (UGB) has been created to determine the amount of land available to meet housing needs. The BLI analysis uses the most current Geographic Information Systems (GIS) data available for the Sweet Home UGB.

## **BUILDABLE LAND INVENTORY METHODOLOGY**

The objective of the BLI is to determine the amount of developable land available for future residential housing development within the UGB. The steps taken to perform this analysis are as follows:

1. Calculate gross acres by plan designation, including classifications for fully vacant, partially-vacant parcels, and development potential. This step entails “clipping” all of the tax lots that are bisected by the current UGB to eliminate land outside current UGB from consideration for development at this time. City staff input was provided to provide a level of quality assurance to review output is consistent with OAR 660-008-0005(2).
2. Calculate gross buildable acres by plan designation by subtracting land that is constrained from future development, such as such as existing public right-of-way, parks and open space, open water, steep slopes, and floodplains. The analysis excludes any wetlands but treats locally significant wetlands as approved via Oregon’s local wetlands inventory as its own entity.
3. Calculate net buildable acres by plan designation, by subtracting future public facilities such as roads, schools and parks from gross buildable acres.
4. Determine total net buildable acres by plan designation by taking into account potential redevelopment locations and mixed-use development opportunity areas.

The detailed steps used to create the land inventory are described below.

## **Residential Land Base**

The residential land base reflects current Sweet Home Comprehensive Plan land use designations. Properties that are within the residential land base include the following base zone classifications:

### Residential Zoning Categories

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Residential/Industrial/Transition
- Central Commercial
- Highway Commercial
- Neighborhood Commercial

- 
- RR-1
  - RR-2.5

These classifications have been kept consistent throughout the analysis.

The City does have multiple sites that have conflicting zoning and comprehensive plan categories. A tax lot might be identified residential under zoning and as industrial in the comprehensive plan.

### **Sweet Home Buildable Land Categories HNA**

The next step in the BLI analysis includes classifying each tax lot (parcel) into one of the following categories. In some cases, tax lots had to be split to accompany different plan classifications. Split tax lots are treated as individual and might go into any of the categories described below.

**Vacant land:** Properties with no structures or have buildings with very little value. For purpose of the BLI, residential lands with improvement value less than \$10,000 are considered vacant. These lands were also subjected to review using satellite imagery via Google Earth; and if the land is in a committed use such as a parking lot, an assessment has been made to determine if it is to be classified as vacant, part vacant or developed.

**Partially vacant land:** Properties that are occupied by a use (e.g., a home or building structure with value over \$10,000) but have enough land to be subdivided without the need for rezoning. This determination is made using tax assessor records and satellite imagery. For Single Family lots, it is assumed that ¼ acre (10,890 sq. ft.) is retained by each existing home, and the remainder is included in the part vacant land inventory. For non-single family uses aerial imagery was used to determine the size of the unused portion.

**Redevelopment Potential:** Occupied properties with a higher land value than the on-site structure. Properties must be at least 20,000sqft to be considered of interest for redevelopment.

**Developed:** Properties unlikely to yield additional residential development for one of two reasons: they possess existing structures at densities that are unlikely to redevelop over the planning period; or they include parcels with zoning designations that do not permit housing development.

**Other:** Properties which are regarded as unlikely to be developed because they are restricted by existing uses such as: public parks, schools, ballfields, roads and public right-of-way (ROW); common areas held by Homeowners Associations, cemeteries, power substations, and constrained by more than 85% of its area.

These tax lot classifications were validated using satellite imagery, street view, and assessor records. Preliminary results were refined based on City staff and public input received during the Housing Needs Analysis (HNA) planning process.

### **Development Constraints**

The BLI methodology for identifying and removing development constraints is consistent with state guidance on buildable land inventories per OAR 660-008-0005(2) as well as 660-038-0070. By definition, the BLI is intended to include land that is “suitable, available, and necessary for

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residential.” “Buildable Land” includes residential designated land within the UGB, including vacant, part vacant and land that is likely to be redeveloped; and suitable, available and necessary for residential uses. Public-owned land is generally not considered to be available for new growth unless the underlying zoning permits it. One exception is a large site north of the rail tracks by 18<sup>th</sup> Avenue. The County opened the site up for development. It is currently identified as recreational commercial.

It should be noted that “available” does not mean that the land is presently on the market. It is assumed in this analysis that such land is expected to come on the market within the 20-year timeframe of this study. Land is considered to be “suitable for new development” unless it is:

- Severely constrained by natural hazards as determined by the Statewide Planning Goal 7;
- Subject to natural resource protection measures determined under Statewide Planning Goals 5, 6, 15, 16, 17 or 18;
- Has slopes of 25 percent or more;
- Is within the 100-year flood plain; or
- Cannot be provided or served with public facilities

Based on state guidelines and data provided by the City of Sweet Home, the following constraints have been deducted from the residential lands inventory.

- Open water of at least one-half acre in size.
- Land within the 100-year floodplains.
- Land with slopes greater than 25%.
- Parks.
- Significant local wetlands via the States approved Local Wetland Inventory are treated on their own.

Sweet Home’s Comprehensive Plan has multiple policies regarding the protection of natural and hazardous land<sup>3</sup>. Besides the protection of steep slopes, larger water bodies and 100-year floodplain. In addition, the plan excludes any land characterized by high ground water and ponding, land subject to mud and debris flow, and natural drainage channels. In lieu of GIS data specific to these concerns, this analysis will not address the specific natural resource policies as pointed out in Sweet Home’s Comprehensive Plan.

## Residential Buildable Land Inventory Results

A summary of the land base by plan designation is provided in **Exhibit 15**. The findings indicate there is a total of 2,077 acres zoned for residential uses in Sweet Home, including 1,504 gross developed acres and 427 gross vacant acres.

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<sup>3</sup> Comprehensive Plan. Page 6

[https://www.sweethomeor.gov/sites/default/files/fileattachments/community\\_and\\_economic\\_development/page/1461/sh\\_comprehensive\\_plan\\_2010\\_201408151818255696.pdf](https://www.sweethomeor.gov/sites/default/files/fileattachments/community_and_economic_development/page/1461/sh_comprehensive_plan_2010_201408151818255696.pdf)

**Exhibit 15: Residential Land Base by Zone Designation, Sweet Home**

Zone Designation	Developed	Other	Vacant	Total
Central Commercial	26	4	3	33
Highway Commercial	218	18	17	253
Neighborhood Commercial	0	0	0	0
Residential/Industrial/Transition	45	2	3	49
High Density Residential	200	7	49	256
Medium Density Residential	36	4	28	69
Low Density Residential	964	108	320	1392
RR-1	13	0	7	21
RR-2.5	2	3	0	5
<b>Total</b>	<b>1504</b>	<b>146</b>	<b>427</b>	<b>2,077</b>

Source: Sweet Home Buildable Land Inventory; 3J Consulting

Other Environmental constraints (slopes, floodplains, wetlands, etc.) are removed from gross vacant acres. Results summarized in **Exhibit 16** indicate that after accounting for development constraints, Sweet Home has 343 acres of vacant buildable residential land.

**Exhibit 16: Vacant Land by Zone Designation, Sweet Home**

Zone Designation	Vacant Constrained	Buildable Vacant
Central Commercial	3	0
Highway Commercial	17	1
Neighborhood Commercial	0	0
Residential/Industrial/Transition	3	0
High Density Residential	49	15
Medium Density Residential	28	0
Low Density Residential	320	66
RR-1	7	1
RR-2.5	0	0
<b>Total</b>	<b>427</b>	<b>84</b>

Source: Sweet Home Buildable Land Inventory; 3J Consulting

In addition to vacant land, the BLI also includes partially-vacant and redevelopable land categories. As noted above, partially-vacant land includes properties that are occupied by a use (e.g., a home or building structure with value over \$10,000) with enough land to be subdivided without the need for rezoning. Properties with redevelopment potential are occupied properties with a higher land value than the on-site structure. Properties must be at least 20,000sqft to be considered of interest for redevelopment. After removing environmental constraints there are 349 part-vacant acres that could be subdivided for development and 29 acres with redevelopment potential, as shown in **Exhibit 17**.

**Exhibit 17: Part-Vacant Buildable Land and Future Public Facilities Allowance, Sweet Home**

Zone Designation	Partial Vacant	Redevelopment
Central Commercial	-	2
Highway Commercial	39	20
Neighborhood Commercial	-	0
Residential/Industrial/Transition	23	1
High Density Residential	19	0
Medium Density Residential	8	0
Low Density Residential	249	6
RR-1	11	0
RR-2.5	1	0
<b>Total</b>	<b>349</b>	<b>29</b>

Source: Sweet Home Buildable Land Inventory; 3J Consulting

### Total Developable Residential Land

**Exhibit 18** shows the combination of net developable vacant and net vacant in Sweet Home. The final deduction to the BLI, includes a 25% allowance for future public facilities and future right-of-way. Sweet Home has a buildable land inventory of 254 acres of Low Density land, 28 acres of Medium Density land, and 34 acres of High Density land. Conclusions regarding the sufficiency of this buildable land inventory will be drawn in the next chapter.

**Exhibit 18: Net Buildable Vacant and Vacant Residential Land, Sweet Home**

Zone Designation	Buildable Vacant	Public Facilities	Net Vacant
Central Commercial	2	1	2
Highway Commercial	16	4	12
Neighborhood Commercial	0	0	0
Residential/Industrial/Transition	3	1	2
High Density Residential	34	9	26
Medium Density Residential	28	7	21
Low Density Residential	254	63	190
RR-1	6	2	5
RR-2.5	0	0	0
<b>Total</b>	<b>343</b>	<b>86</b>	<b>257</b>

Source: Sweet Home Buildable Land Inventory; 3J Consulting

### Buildable Land by Lot Size

**Exhibits 19 and 20** show vacant and part-vacant land broken down by lot size. This is an important consideration given that, for example, a planned unit development yielding dozens of housing units can only occur on a relatively large, contiguous piece of land. The figures below show acreage figures prior to the 25% allowance for public facilities.

**Exhibit 19** indicates that over 47 percent of buildable vacant land (162 acres) is on lots of more than ten acres. The remaining 53 percent of vacant developable land is more equally distributed between lots of five to ten acres (70 acres) and lots of less than five acres (50 acres). The large majority of vacant lots (82%) are less than one acre.

**Exhibit 19: Vacant Buildable Land by Lot Size, Sweet Home**

Zone Designation	<1 acre		1 - 5 acres		5 - 10 acres		>=10 acres	
	Acres	Lots	Acres	Lots	Acres	Lots	Acres	Lots
Central Commercial	2	6	0	0	0	0	0	0
Highway Commercial	10	36	5	4	0	0	0	0
Neighborhood Commercial	0	0	0	0	0	0	0	0
Residential/Industrial/Transition	1	5	1	1	0	0	0	0
High Density Residential	3	22	2	2	0	0	29	2
Medium Density Residential	5	18	2	1	6	1	15	1
Low Density Residential	40	159	32	19	63	11	118	10
RR-1	0	3	6	3	0	0	0	0
RR-2.5	0	2	0	0	0	0	0	0
<b>Total</b>	<b>62</b>	<b>251</b>	<b>50</b>	<b>30</b>	<b>70</b>	<b>12</b>	<b>162</b>	<b>13</b>

Source: Sweet Home Buildable Land Inventory; 3J Consulting

**Exhibit 20** shows that approximately half of buildable part-vacant land (170 acres) is on lots of between 1-5 acres. Approximately 58 percent of part-vacant lots are less than one acre.

**Exhibit 20: Part Vacant Buildable Land by Lot Size, Sweet Home**

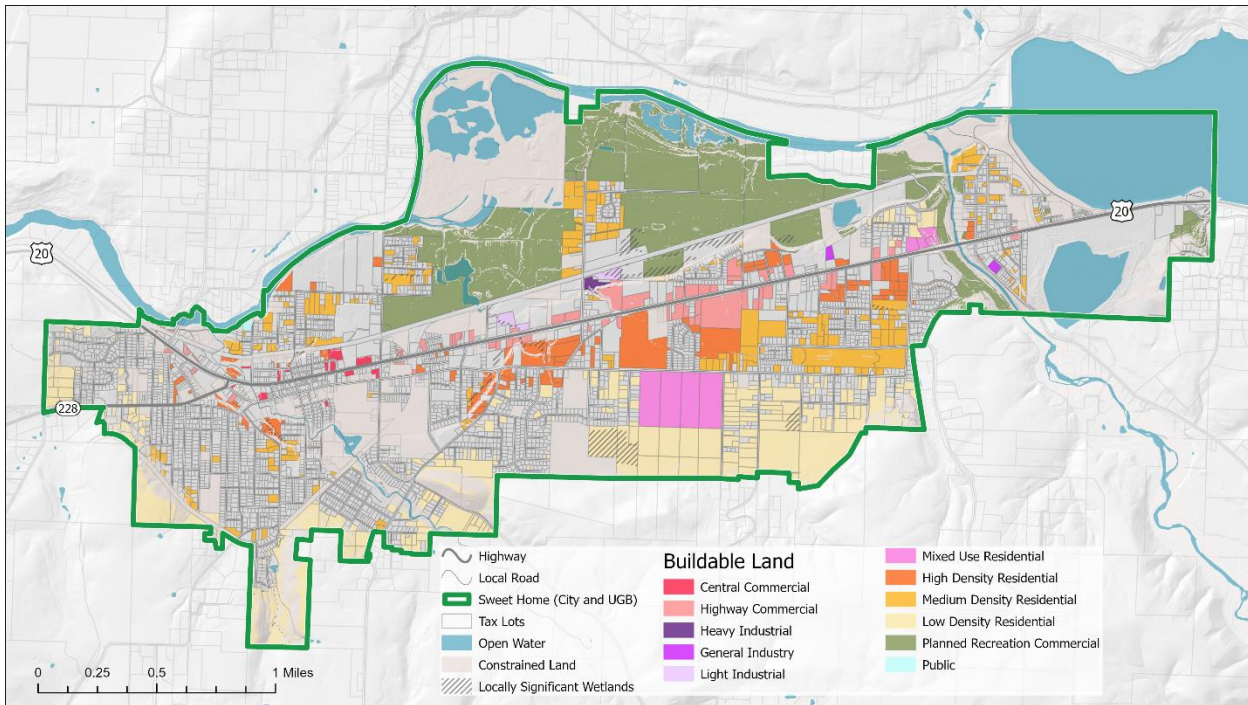
Zone Designation	<1 acre		1 - 5 acres		5 - 10 acres		>=10 acres	
	Acres	Lots	Acres	Lots	Acres	Lots	Acres	Lots
Central Commercial	0	0	0	0	0	0	0	0
Highway Commercial	5	9	15	12	4	1	15	2
Neighborhood Commercial	0	0	0	0	0	0	0	0
Residential/Industrial/Transition	6	12	17	11	0	0	0	0
High Density Residential	6	14	13	10	0	0	0	0
Medium Density Residential	1	2	7	4	0	0	0	0
Low Density Residential	65	157	106	85	40	7	38	3
RR-1	0	0	11	7	0	0	0	0
RR-2.5	0	0	1	1	0	0	0	0
<b>Total</b>	<b>83</b>	<b>194</b>	<b>170</b>	<b>130</b>	<b>44</b>	<b>8</b>	<b>53</b>	<b>5</b>

Source: Sweet Home Buildable Land Inventory; 3J Consulting

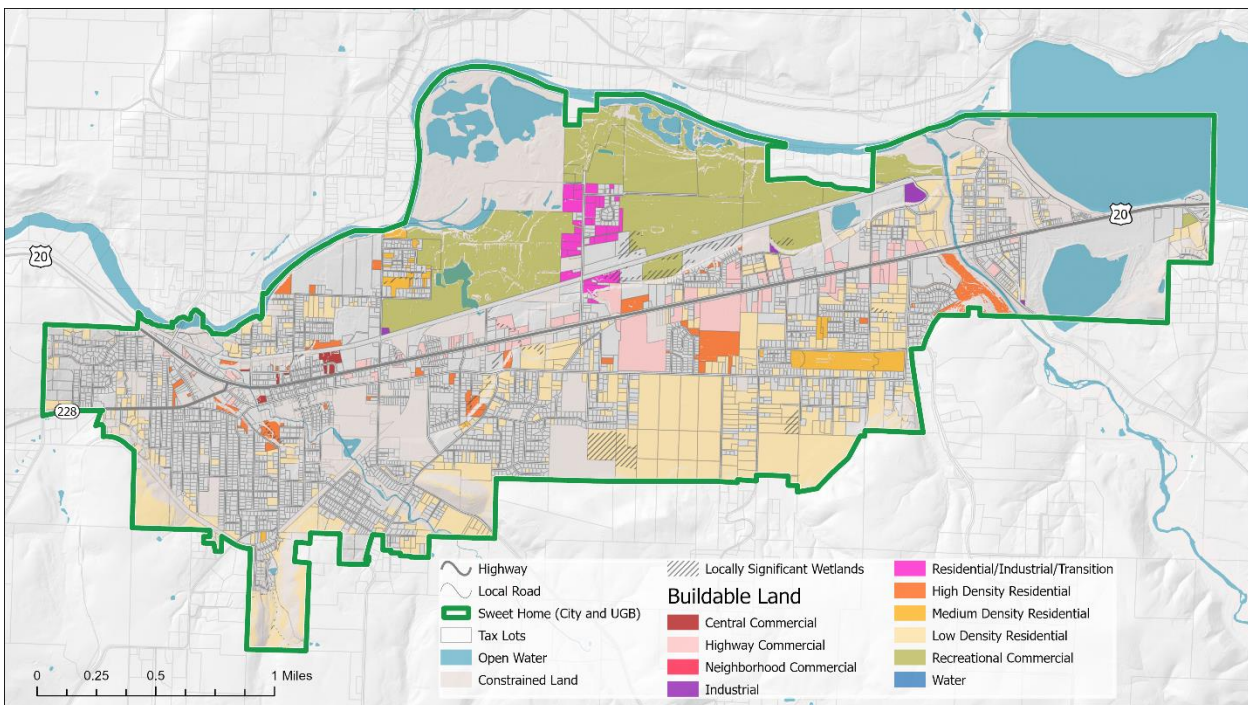
**Exhibits 21 and 22** illustrate an estimate of residential buildable land inventory (BLI) within Sweet Home to determine the amount of land available to meet housing needs.



**Exhibit 21: Sweet Home Buildable Land Inventory – Comprehensive Plan**



**Exhibit 22: Sweet Home Buildable Land Inventory – Zoning**



# Residential Land Need Analysis

This Memorandum summarizes the housing-related land needs forecast for long-range planning purposes. The housing land needs forecast represents a 20-year forecast from 2022 through year 2042 for the Sweet Home Urban Growth Boundary (UGB). These technical findings are consistent with State of Oregon requirements for determining housing needs per Oregon land use planning Goals 10 and 14, OAR Chapter 660, Division 8, and applicable provision of *ORS 197.296 to 197.314 and 197.475 to 197.490*.

## Methodology

The methodology for projecting housing land needs within the Sweet Home Urban Growth Boundary (UGB) builds upon the housing needs projection that was described in our prior Memorandum dated September 7, 2022. **Exhibit 23** identifies the housing types that are most consistent with the projected housing need for Sweet Home.

**Exhibit 23: Projected 20-year Housing Needs Forecast, Sweet Home UGB**

	Dwelling Units
<b>Housing Type Distribution</b>	
Single Family Detached	460
Townhomes / Plexes	42
Multi family (5+ units)	45
Mfg. home/cottages	85
<b>Total</b>	<b>632</b>

This Memorandum compares the 20-year residential land needs (demand) relative to the residential buildable land inventory (BLI) that was developed by 3J Consulting. This provides a means of reconciling housing land demand with buildable land supply within the Sweet Home UGB. The evaluation of UGB land requirements to accommodate the planned housing need included three steps.

**Step 1** takes into account the forecasted number of dwelling units by housing type, including single family detached, townhomes, plexes, multifamily and manufactured homes as well as group quarters population (see Exhibit 1).

**Step 2** considers the amount of land required to accommodate the future housing demand based on the expected average development density for each general housing type (see **Exhibit 24**).

**Step 3** includes a comparison (reconciliation) between the land need determined in Step 2 and the residential buildable land inventory presented in Section 3 of the HNA.

## Housing Need Forecast

As discussed above, the forecasted housing need to address the baseline population growth forecast for Sweet Home is a total of 632 housing units. The expected distribution of baseline housing demand documented in the HNA includes:

- » Single Family Detached: 460 dwellings (including standard lot and small lot single family detached housing)

- » Manufactured homes and/or Cottage housing clusters: 85 dwellings
- » Townhomes and Plexes: 42 dwelling units
- » Multifamily: 45 dwelling units (includes apartments and condominiums with 5+ units per structure as well as group quarters units).

## Residential Land Need Summary

The second step in the reconciliation of land needs estimates the amount of net buildable land area required to address projected housing growth forecast. This step applies average density assumptions based on local experience (dwellings per acre) to each of the general residential development categories listed in Step 1 to arrive at a total residential land need forecast.

As shown in **Exhibit 24**, the forecasted housing need of 632 total dwelling units is expected to require at least 135 net acres of buildable land area. The next step in the analysis includes adjusting the net land area to gross land area to account for future public facilities (25% factor used to account for roads, utilities, and easements). This results in a total buildable land need of 169 acres for planned residential growth.

**Exhibit 24: Sweet Home Residential Classifications and Density Assumptions**

Dwelling Unit Type	20-Year Dwelling Unit Demand	Applicable Plan Designation	Applicable Local Zones	Allowable Density (DU/Ac)	Avg. Development Density (DU/Ac)	Net Buildable Land Requirement	Gross Buildable Land Need*	%
Single Family Detached	460	LDR	RR-1, RR-2.5, LDR, R/I/T	1 to 5	4.0	115	144	73%
Mfd. Homes & Cottages	85	MDR	MDR	3 to 10	6.5	13	16	13%
Townhomes / Plexes	42	MDR	MDR	6 to 12	9.0	5	6	7%
Multifamily (5+ units)	45	CC, HC, NC, HDR	CC, HC, NC, HDR	14 to 36	18.0	2	3	7%
<b>Total</b>	<b>632</b>					<b>135</b>	<b>169</b>	<b>100%</b>

Source: prior tables; and interpretation of current zoning code and housing development/market conditions.

\* Assumes 25% of site area required for future public facilities, roads, easements, etc.

## UGB Sufficiency Analysis

As indicated in **Exhibit 25**, Sweet Home Buildable Land Inventory (BLI) includes 599 acres of vacant land and 480 acres of part-vacant land for a total of 1,079 gross buildable land area (before deducting constraints and exempt uses). The BLI indicates that 158 acres of that land is constrained. Identified vacant land is in the rural residential, low, medium, and high-density residential categories as well as the commercial category which can include some residential uses.

**Exhibit 25: Vacant Buildable Land Inventory by Comprehensive Plan Land Use Designation, Sweet Home**

Zoning Categories	Developed/ Other	Vacant	Part Vacant	Constrained	Total Buildable	Total
Central Commercial	30	2	0	0	2	32
Highway Commercial	236	16	39	1	54	290
Neighborhood Commercial	0	0	0	0	0	0
Residential/Industrial/Transition	46	3	23	0	26	72
High Density Residential	207	34	19	15	38	245
Medium Density Residential	40	28	8	0	36	76
Low Density Residential	1,072	254	249	66	437	1,509
RR-1	13	6	11	1	16	29
RR-2.5	5	0	1	0	1	6
<b>Total</b>	<b>1,649</b>	<b>343</b>	<b>350</b>	<b>83</b>	<b>610</b>	<b>2,259</b>

Source: Sweet Home Buildable Land Inventory August 16, 2022

Since the current UGB includes 610 acres of gross buildable land and the future residential land need forecast is for 169 acres, we can conclude that there is an overall residential land surplus of approximately 441 acres at this time **The BLI findings indicate that the existing amount of vacant and part vacant land within Sweet Home is generally sufficient to accommodate planned 20-year housing needs (Exhibit 26).**

**Exhibit 26: Reconciliation of Land Inventory by Land Use Designation, Sweet Home**

Dwelling Unit Type	Applicable Zoning Designation	Gross Buildable Land Requirement	Current Buildable Land Inventory	Buildable Land Surplus (Deficit)
Single Family Detached	LDR, MDR, R/IT,	144	516	356
Mfd. Homes & Cottages	RR-1, RR-2.5	16		
Townhomes/Plexes (2-4 units)	HDR, C	6	94	85
Multifamily (5+ units)		3		
<b>Total</b>		<b>169</b>	<b>610</b>	<b>441</b>

Source: prior tables; and interpretation of current zoning code and housing development/market conditions.

During the next phase of the HNA process the consultant team will work with City staff, public officials, and the community at large to identify new housing policies that would help preserve and enhance the housing inventory and optimize remaining buildable lands.

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# Findings and Recommendations

## Key Findings

Sweet Home’s population growth over the next 20 years will result in new households that will require additional housing. Key findings of the housing needs analysis include:

- Sweet Home’s population is forecast to grow at 0.69% per year over the next two decades, adding approximately 1,571 new residents.
- Population growth will require the addition of 632 new dwelling units between 2022 and 2042.
- The forecasted housing mix that addresses 20-year demand is expected to consist of: 460 single-family detached homes, 42 townhomes/plexes, 45 multifamily housing units and 85 manufactured housing units.
- The share of those making 80% or less of the median family income level for Linn County (\$51,600) was 58% of Sweet Home’s households in 2020.
- Over 1 in 4 renter households in Sweet Home are severely rent burdened with over 50% of their income going towards monthly housing costs.
- Net new housing needs over the next 20 years will require 169 acres of buildable residential land. Currently, the Sweet Home UGB includes 610 buildable acres across categories that allow residential development. The results of the housing needs analysis indicate that the current Sweet Home UGB is sufficient to accommodate future housing needs.

## Housing Policy Recommendations

The purpose of the draft housing policy recommendations is to strengthen and renew the City of Sweet Home’s intention to help foster development of a wide variety of housing to meet the needs of the community. Recommendations are intended to supplement or replace the existing housing policies contained within the Sweet Home Comprehensive Land Use Plan. Proposed additions are underlined, no deletions or modifications of current policies are recommended.

### Residential Land Use Policies

1. Residential areas will offer a wide variety of housing types in locations best suited to each housing type.
2. Sweet Home will encourage rehabilitation or redevelopment of older residential areas.
3. The City encourages flexibility in design to promote safety, livability, and preservation of natural features.
4. Sweet Home establishes density recommendations in the Plan in order to maintain proper relationships between proposed public facilities, services, and population distribution.

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5. The City will work with public and nonprofit organizations that provide affordable housing within the community.
  6. Schools and parks shall be distributed throughout the residential section of the community.
  7. Where nonresidential uses abut residential areas in the community, nonresidential uses shall be subject to special development standards.
  8. Efforts will be made to complete or connect existing sidewalks along routes to schools, parks, or commercial areas.
  9. Development of residential local streets, whenever possible, will increase connectivity within and between neighborhoods.
  10. The maximum net development densities (not including streets), in high density residential areas shall not exceed 35 multi-family dwelling units per acre, based on the standards for unit type.
  11. In medium-density residential areas, single-family dwellings and two-family dwellings on corner lots would be consistent with the prevailing character of developed areas and compatible with adjoining land use in undeveloped areas. In these areas, the maximum net density shall not exceed 9 dwelling units per acre.
  12. The maximum net density (not including streets) in low density residential areas shall not exceed 5.4 dwelling units per acre for single-family dwellings.
  13. Many of the hillside areas of Class II slope or less (25% slope or less) provide attractive sites for residential use. The City may enact special development standards governing hillside development on Class II slopes.
  14. Efforts will be made to extend trails, pedestrian ways, and bikeways through existing residential areas.
  15. To encourage connectivity and pedestrian access, residential blocks shall meet the development standards, except when topographical constraints make the standards impractical. When existing conditions or topography prevent a cross street, a pedestrian access way to connect streets should be considered as part of the development.
  16. Ensure the land use code includes “clear and objective” standards for housing development and does not have the effect of discouraging needed housing through unreasonable cost or delay or reducing the proposed housing density already allowed by zoning.
  17. Create a marketing campaign that increases awareness and participation in green energy tax credit programs to provide homeowners and renters assistance in upgrading their homes to be more energy efficient.
  18. Regularly conduct a Fair Housing audit of the City’s development processes and Development Code. An audit would look at existing definitions, restrictions, standards that trigger conditional use permits, and disparate impacts of policies on protected classes.
  19. Identify areas of high priority for improving infrastructure to support new residential development, focusing on opportunities for new development in higher density zones. Particularly in areas with vacant land zoned for housing.
  20. Plan for a 20-year supply of suitable land for Sweet Home to meet housing needs through regular monitoring and adjustments of available residential land.
  21. Streamline the permitting process to reduce cost and delay of new housing units.

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22. Promote the development of accessory dwelling units as a means to contribute to the overall housing stock and rental market.
  23. Identify public owned properties that could be used for affordable housing.
  24. Consider deferrals or waivers of SDCs for affordable housing developments.
  25. Monitor annually the number of total housing units, regulated affordable units, multifamily units, regulated affordable multifamily units and single family units, and regulated affordable single family units.
  26. Explore opportunities to remove undevelopable land from the buildable land inventory, including comprehensive plan amendments, rezoning and land exchanges.
  27. Utilize the Oregon Wildfire Risk Explorer mapping tool to identify the wildland-urban interface and wildfire risk at the property ownership level.

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# Glossary

**Accessory Dwelling Unit (ADU):** A small living space located on the same lot as a single-family house.

**Buildable Lands Inventory (BLI):** An assessment of the capacity of land within the city's Urban Growth Boundary to accommodate forecasted housing and employment needs.

**Buildable Residential Land:** Includes land that is designated for residential development that is vacant and part-vacant and not constrained by existing buildings or environmental issues.

**Constrained land:** Land that is unavailable for future net new residential development based on one or more factors, such as environmental protections, public lands, floodplains, or steep slopes.

**Cost Burdened:** Defined by US Department of Housing and Urban Development (HUD) as households who spend over 30% of their income on housing.

**Cottages:** Small, single-level, detached units, often on their own lots and sometimes clustered around pockets of shared open space. A cottage is typically under 1,000 square feet in footprint.

**Density:** Defined by the number of housing units on one acre of land.

**Development density:** Expected number of dwelling units (per acre) based on current zoning designations.

**Exempt Land:** Land which is unavailable for development based on ownership (e.g., the city owns the land, and it is either a park or intended to be a park) or which is otherwise owned by a public entity and is not intended for housing (e.g., land owned by a port, school district, etc.).

**Family:** A group two or more people (one of whom is the householder) related by birth, marriage, or adoption and residing together.

**High Density:** Lots with the average density of 12+ dwelling units per acre. Best suited for multifamily housing such as apartments and condominiums.

**Housing Needs Analysis (HNA):** The Housing Needs Analysis consists of four distinct reports that analyze the state of housing supply, housing affordability issues and the City's ability to meet projected housing demand going into 2040.

**Housing Unit (or Dwelling Unit):** A house, an apartment or other group of rooms, or a single room is regarded as a housing unit when it is occupied or intended for occupancy as separate living quarters; that is, when the occupants do not live and eat with any other person in the structure and there is direct access from the outside or common hall.

**Household:** Consists of all people that occupy a housing unit.

**HUD:** Acronym for US Department of Housing and Urban Development, the federal agency dedicated to strengthening and supporting the housing market.

**Low Density:** Lots with the average density of 3-4 dwelling units per acre. Best suited for family housing such as single-family detached homes.



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**Manufactured Housing:** is a type of prefabricated home that is largely assembled of site and then transported to sites of use. The definition of the term in the United States is regulated by federal law (Code of Federal Regulations, 24 CFR 3280): "Manufactured homes are built as dwelling units of at least 320 square feet in size, usually with a permanent chassis to assure the initial and continued transportability of the home. The requirement to have a wheeled chassis permanently attached differentiates "manufactured housing" from other types of prefabricated homes, such as modular homes.

**Manufactured Home Park (or manufactured home park):** a local zoning designation that is specifically intended to address demand for this housing type. OAR chapter 813, division 007 is adopted to implement section 9, chapter 816, Oregon Laws 2009, and sections 2, 3 and 4, chapter 619, Oregon Laws 2005, as amended by sections 10 to 12, chapter 816, Oregon Laws 2009, and sections 19, and 21, chapter 503, Oregon Laws 2011 for the purpose of regulating manufactured dwelling parks.

**Median Family Income (MFI):** The median sum of the income of all family members 15 years and older living in the household. Families are groups of two or more people (one of whom is the householder) related by birth, marriage, or adoption and residing together; all such people (including related subfamily members) are considered as members of one family.

**Medium Density:** Lots with the average density of 6-12 dwelling units per acre. Best suited for small lot housing such as single family attached, townhomes, plexes and cottages.

**Mixed Use:** Characterized as two or more residential, commercial, cultural, institutional, and/or industrial uses into one combined building or building(s) on the same parcel of land.

**Multi-Family Housing:** Stacked flats in a single buildings or groups of buildings on a single lot. Parking is shared, and entrance to units is typically accessed through a shared lobby.

**Oregon Administrative Rules (OAR):** Administrative Rules are created by most agencies and some boards and commissions to implement and interpret their statutory authority (ORS 183.310(9)). Agencies may adopt, amend, repeal or renumber rules, permanently or temporarily. Every OAR uses the same numbering sequence of a three-digit chapter number followed by a three-digit division number and a four-digit rule number. For example, Oregon Administrative Rules, chapter 166, division 500, rule 0020 is cited as OAR 166-500-0020. ([oregon.gov](http://oregon.gov))

**Part-vacant land:** Unconstrained land that has some existing development but can be subdivided to allow for additional residential development.

**Plexes and Apartments:** Multiple units inside one structure on a single lot. Usually, each unit has its own entry.

**Seasonal dwellings:** These units are intended by the owner to be occupied during only certain seasons of the year. They are not anyone's usual residence. A seasonal unit may be used in more than one season; for example, for both summer and winter sports. Published counts of seasonal units also include housing units held for occupancy by migratory farm workers. While not currently intended for year-round use, most seasonal units could be used year-round.

**Severely Cost Burdened:** Defined US Department of Housing and Urban Development (HUD) as households who spend over 50% of their income on housing.

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**Single Family Attached:** Dwelling units that are duplexes without a subdividing property line between the two to four housing units. “Attached” duplexes require a single building permit for both dwelling units. The “attached” units would be addressed with one numerical street address for the overall structure with separate alpha-numeric unit numbers for each dwelling.

**Single Family Detached:** Free standing residential building, unattached, containing separate bathing, kitchen, sanitary, and sleeping facilities designed to be occupied by not more than one family, not including manufactured and mobile homes.

**Townhome (also known as duplexes, rowhouse, etc.):** Attached housing units, each on a separate lot, and each with its own entry from a public or shared street or common area.

**Urban Growth Boundary (UGB):** Under Oregon law, each of the state’s cities and metropolitan areas has created an urban growth boundary around its perimeter – a land use planning line to control urban expansion onto farm and forest lands.

**Vacant housing unit:** A housing unit is vacant if no one is living in it at the time of enumeration unless its occupants are only temporarily absent. Units temporarily occupied at the time of enumeration entirely by people who have a usual residence elsewhere are also classified as vacant.

**Vacant land:** Vacant and part-vacant land identified within the local buildable land inventory that is not developed and unconstrained for future planned residential development.



# REQUEST FOR COUNCIL ACTION

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**Title:** Zone Map Amendment Application ZMA23-01

**Preferred Agenda:** May 23, 2023

**Submitted By:** Angela Clegg, Associate Planner

**Reviewed By:** B. Larsen, CEDD Director  
K. Young, City Manager

**Type of Action:** Resolution \_\_\_\_ Motion X Roll Call \_\_\_\_ Other X

**Relevant Code/Policy:** SHMC 2.04.030 Powers of the City Council

**Towards Council Goal:** Vision Statement, Aspiration I: Desirable Community, Mission Statement

**Attachments:** Ordinance No. 10 for 2023, Ordinance No.1316

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## **Purpose of this RCA:**

The purpose of this RCA is to conduct a third reading on Zone Map Amendment Application ZMA23-01, and adopt Ordinance No. 10 for 2023, Ordinance No.1316.

## **Background/Context:**

The applicant is proposing to change the Zoning Map in an area consisting of approximately 190,211 square feet (5.18 acres) located in Sweet Home, OR 97386 (13S01E32AA Tax Lot 600). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation. The Planning Commission will hold a public hearing and make a recommendation to the City Council. The City Council will hold a public hearing and decide on this application.

The Sweet Home Planning Commission held a public hearing on April 6, 2023 to review application ZMA23-01 and receive testimony. At that meeting, the Planning Commission approved the application and recommended that the City Council approve it.

On April 25, 2023 the City Council held a Public Hearing regarding the application and conducted the first reading of the ordinance for Zone Map Amendment application ZMA23-01.

On May 9, 2023 the City Council held a second reading of Ordinance 10 for 2023 for Zone Map Amendment application ZMA23-01.

On May 23, 2023 the City Council will hold a 3<sup>rd</sup> reading and adopt Ordinance No. 10 for 2023, Ordinance No. 1316.

## **The Challenge/Problem:**

Should the zoning map be changed to allow high density residential activity on the property in question, rather than the current Low Density Residential (R-1) designation?

Should the Comprehensive Plan designations be followed if the proposed amendment is consistent with the goals and policies of the comprehensive plan?

**Stakeholders:**

- The Owner/Developer would be able to develop the property as they have proposed.
- The residents and businesses in the surrounding area would benefit from the future site improvement of the property.
- The City of Sweet Home would benefit from the future site improvement of the property that could come from the changed zoning.

**Issues and Financial Impacts:**

There are no issues or financial impacts currently identified.

**Elements of a Stable Solution:**

A stable solution is one in which a decision on the application is made that conforms with City Code and State Law.

The Sweet Home Comprehensive Plan guides official policy decisions about development within the area. The Plan aims to organize and coordinate complex interrelationships between people, land, resources, and facilities to meet the future needs of the citizens and to protect the livability of the community. The Plan also reflects the public's goals and aspirations for Sweet Home about the best way to handle development and conservation in the City. The officially acknowledged Comprehensive Plan gives policy direction for land use decisions and coordinates private and public development. [Chapter 1, Page 1 of the Comprehensive Plan].

The Sweet Home Municipal Code provides criteria for map amendments such as this:

- A. The proposed amendment is consistent with the goals and policies of the comprehensive plan;
- B. The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment;
- C. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district; and
- D. The proposed amendment to the comprehensive plan map is consistent with Oregon's statewide planning goals

**Options:**

1. Deny Application ZMA23-01. Staff would prepare an Order of Denial for Application ZMA23-01.
2. Approve Application ZMA23-01 and adopt Ordinance No. 10 for 2023, Ordinance No. 1316.
3. Recommend a different zone amendment. Council could review these proposed changes and recommend different zone amendments. Staff would take these recommendations and revise the proposed application for review at a future Planning Commission and Council meeting.

**Recommendation:** Staff Recommends Option 2: Approve Application ZMA23-01 and adopt Ordinance No. 10 for 2023, Ordinance No. 1316.

ORDINANCE BILL NO. 10 FOR 2023

ORDINANCE NO. 1316

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP

WHEREAS, the applicant, Eric Lund, submitted Zone Change Application ZMA23-01 and requested a zone map change for an area consisting of approximately 190,211 square feet (5.18 acres) located in Sweet Home, OR 97386 (13S01E32AA Tax Lot 600). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation; and

WHEREAS, the Planning Commission of the City of Sweet Home held a public hearing on April 6, 2023 with due notice of such public hearing having been given and provided an opportunity for public comments and testimony. The Planning Commission deliberated at their April 6, 2023, meeting, and recommended that the City Council approve this application; and

WHEREAS, the City Council held a public hearing on this matter on April 6, 2023, with due notice of such public hearing, to provide opportunity for public comment and testimony. The City Council approved this application by motion at their April 25, 2023, meeting; and

WHEREAS, the proposed High Density Residential (R-3) zoning is needed to facilitate development of the subject property;

Now, Therefore,

THE CITY OF SWEET HOME DOES ORDAIN AS FOLLOWS:

Section 1: The City of Sweet Home adopts the findings of fact in support of zone change application ZMA23-01 included as Exhibit A.

Section 2: The City of Sweet Home amends the Official Zoning Map, identified in SHMC 17.06.020 as the City Zoning Map including all subsequent amendments, for the area consisting of approximately 190,211 square feet (5.18 acres) located in Sweet Home, OR 97386 (13S01E32AA Tax Lot 600). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone.

Passed by the Council and approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager - Ex Officio City Recorder

## Exhibit A

### Findings of Fact in Support of Zone Change Application ZMA23-01

#### **Exhibit A to Order of Approval for ZMA23-01**

The review and decision criteria for a zone change are listed below in bold. Staff findings and analysis are provided under each review and decision criterion.

Zone change proposals shall be approved if the applicant provides evidence substantiating the following:

**A. The proposed zone is appropriate for the Comprehensive Plan land use designation on the property and is consistent with the description and policies for the applicable Comprehensive Plan land use classification.**

Staff Findings: The subject property has a Comprehensive Plan designation of Residential High Density (R-3). The Sweet Home Zoning Map is proposed to change from the Residential Low Density (R-1) Zone to the Residential High Density (R-3) Zone. The proposed zone change would bring the zoning designation into conformity with the property's existing Comprehensive Plan Map designation and is consistent with the description and policies of the R-3 Zone.

Based on the above information, staff finds that the application complies with this criterion.

**B. The uses permitted in the proposed zone can be accommodated on the proposed site without exceeding its physical capacity.**

Staff Findings: The uses permitted in SHMC 17.14.020, 17.14.030, and 17.14.040 can be accommodated on the subject property without exceeding its physical capacity. The subject property is approximately 190,211 square feet (5.18 acres). The R-3 zone density requirements for single family attached / detached homes and duplexes are no more than one residential structure per lot or parcel, other than an approved accessory dwelling unit; maximum of 12.0 dwelling units per net acre. The R-3 zone density requirements for multi-family is a maximum of 28 units per net acre.

Based on the above information, staff finds that the application complies with this criterion.

**C. Allowed uses in the proposed zone can be established in compliance with the development requirements in this Development Code.**

Staff Findings: All development in the R-3 Zone shall comply with the applicable provisions of this Development Code. The following references additional development requirements: [SHMC 17.14.070].

- A. Off-street parking. All single-family homes and duplexes shall require a garage or carport; and in addition, provide two hard-surfaced parking spaces. Other uses identified in the zone shall comply with provisions in Chapter 17.44.
- B. Signs. Signs shall conform to the standards contained in Chapter 17.50.
- C. Fencing. Fences shall conform to provisions contained in Chapter 17.52.
- D. Landscaping. Landscaping improvements shall conform to provisions contained in Chapter 17.54.

- E. Yards and lots. Yards and lots shall conform to provisions contained in Chapter 17.56.
- F. *Other*. A property owner is advised other regulations may apply for property in an identified natural resource area (Chapter 17.28); the flood hazard area (Chapter 17.30) and in or near an identified historical site (Chapter 17.32).

Based on the above information, staff finds that the application complies with this criterion.

**D. Adequate public facilities, services, and transportation networks are in place or are planned to be provided concurrently with the development of the property.**

Staff Findings: Per the CEDD Engineering comments in Section II above: There is a 12" water main on the west side of Clark Mill Rd. Cost of connection for City Services will be assigned during the development application review. There is a 15" sewer main in the center of Clark Mill Rd. Cost of connection for City Services will be assigned during the development application review. Adequate public facilities, services and transportation networks are planned to be provided concurrently with the development of the property. No development has been proposed with this application.

**E. For residential zone changes, the criteria listed in the purpose statement for the proposed residential zone shall be met.**

Staff Findings: The purpose of the R-3 zone is to provide areas suitable and desirable for high-density residential development, and particularly for apartments, but where other types of residential and related public service uses are appropriate. The R-3 zone is most appropriate in areas which have been developed for high-density residential use or which are suitable for such use due to proximity to downtown Sweet Home and to highway-related commercial areas inside The City. [SHMC 17.14.010]. No development has been proposed with this application.



**City of Sweet Home**  
 Sweet Home Public Library  
 1101 13<sup>th</sup> Avenue  
 Sweet Home, OR 97386  
 541-367-5007

## Sweet Home Public Library

### Statistics

April 2023	This month April 2023	Last month March 2023	Year to date 2023	Previous year 2022
<b>Patron Activity</b>				
Door Count	2797	3270	11336	30342
Program participants (all ages)	152	110	476	589
Total programs(all ages)	12	14	47	41
<b>Circulation and Renewals</b>				
Checkouts & renewals	4964	5866	19978	52702
E-audio & E-book checkouts	578	554	2208	5692
Total items checked out	5542	6420	22186	58394
<b>Public Computers</b>				
Logins	247	260	910	2497
<b>Resource Sharing Savings</b>				
Cost savings	6380.41	5965.73	21948.15	35892.88
Items borrowed by consortium libraries	442	414	1413	2949
Items borrowed from consortium libraries	330	355	1326	2873
<b>Volunteer Hours</b>				
Hours worked by volunteers	46	55	180	528
<b>New Library Patrons</b>				
New patron cards issued	43	46	200	606

**Events this month:** In April we offered story times and teen drop in game days. We are in the midst of planning and prepping for our Summer Reading Program to start in late June.

**Building updates:** Public Works has been working hard to clean up our Parking lot and sidewalks. We are close to being able to offer faxing for the Public. Our new IT service company has been working on some of our lingering computer issues.

**Items of note:** We announced the winner of the Student Library Card. We will be recognizing Aubree at a future City Council meeting, after we have the cards printed. The winner of the Community Library Card will be announced soon.





# MEMORANDUM



TO: City Council  
 Kelcey Young, City Manager  
 Interested Parties

FROM: Blair Larsen, Community and Economic Dev. Director

DATE: May 23, 2023

SUBJECT: Community and Economic Development Department Report for April 2023

The Community and Economic Development Department (CEDD) consists of the City's Building, Planning, Engineering, Economic Development, Code Enforcement, and Parks and Recreation programs. The following is a summary of activities and notes on current projects from April 1<sup>st</sup> to April 30<sup>th</sup>, 2023.

## 1. BUILDING

- Summary of Building Program Permits Issued.

Permit Category	April, 2023	March, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Residential 1 and 2 Family Dwellings	0	1	1	36	27.4
Residential Demolition	0	3	3	9	8.4
Residential Manufactured Dwellings	0	0	0	2	11.6
Residential Mechanical Permits	6	8	22	100	106
Residential Plumbing	4	0	9	30	29
Residential Site Development	0	0	0	1	0.6
Residential Structural	3	3	9	54	51.8
Commercial Alarm or Suppression Systems	0	1	1	1	3.2
Commercial Demolition	0	5	5	2	3.4
Commercial Mechanical	1	1	3	17	17
Commercial Plumbing	1	2	4	5	9.8
Commercial Site Development	0	0	0	5	2.8
Commercial Structural	2	2	5	33	38.4
<b>Total Permits</b>	<b>17</b>	<b>26</b>	<b>62</b>	<b>295</b>	<b>309.4</b>
<b>Value Estimate of All Permits</b>	<b>\$244,498.00</b>	<b>\$1,309,002.05</b>	<b>\$1,812,600.05</b>	<b>\$30,928,533.31</b>	<b>\$20,430,248.58</b>
<b>Fees Collected</b>	<b>\$5,283.29</b>	<b>\$13,397.62</b>	<b>\$23,779.79</b>	<b>\$336,902.20</b>	<b>\$258,215.53</b>

- Developments of note: For your reference, below are some developments of note that were previously reported. Changes are noted with **bold text**.
  - Mosaic Memory Care Facility: Located on Mountain Fir Street next to the existing Mosaic-owned Wiley Creek Assistance Living Facility. The project received full planning approval early this year. Much of the time since then has been spent waiting for completed plans from Mosaic. However, plans were finally completed and reviewed in August, and a building permit has been issued. Construction is underway.
  - Samaritan Urgent Care Facility: The project has received full planning approval, building plans have been approved, and construction is underway.
  - Duck Hollow Phase III Subdivision: 51-lot single-family home subdivision located adjacent to the existing Duck Hollow Subdivision (41<sup>st</sup> Avenue and Long Street). This subdivision received planning approval in 2020, however there was a long delay due to wetlands regulations administered by the Oregon Department of State Lands. State approval has been granted, and construction is expected soon.
  - Live Oak Subdivision: 8-lot single-family home subdivision located between the two existing portions of Live Oak Street. The subdivision was approved in 2021, however the property changed hands, which delayed development. The new owner is planning on constructing 8 duplexes (16 housing units) on the lots. The construction timeline is unknown, but work is underway.
  - Foothills Ridge Subdivision: 21-lot single-family home subdivision located at the west end of Foothills Drive. This subdivision was approved in 2021, however the owner has run into delays with his engineering firm, and recently applied for an extension. **The construction timeline is unknown.**
  - Santiam River Development Phase 1 : 42-lot single-family home subdivision located at the north end of Clark Mill Road. Planning approval was granted at the beginning of this year, however some of the property is being sold to a different developer. It is unknown when construction will begin.
  - Clear Water Subdivision: 18-lot single-family home subdivision located on the west side of 45<sup>th</sup> Avenue, just north of Kalmia Street. Planning approval was granted in June. Right-of-Way construction is nearly complete.

## 2. PLANNING

- Summary of Final Decisions of Planning Division Applications:

Application Type	March, 2023	March, 2023	2023 YTD	2022 Total	2018-2022 Annual Average
Annexations	0	0	0	1	0.4
Code Amendments	0	0	0	1	0.8
Conditional Use	0	1	2	11	8.8
Partition	0	0	1	17	12
Planned Development/ Subdivision	0	0	0	3	1.8
Property Line Adjustments	0	0	0	21	13.4
Vacation	0	0	0	0	0
Variance	1	0	1	3	3.6
Zoning Map Amendment	0	0	0	1	2.2

- 1 Land Use Application was submitted in April.
- 5 Land Use Applications are pending final approval.
- 6 Fence Permits were issued in April.
- 0 Temporary RV Permits were issued in April.
- The City received a grant from the State to update our Transportation System Plan and create an Area Plan for the undeveloped land on the north side of the City. Staff and the consultant have begun work on the project.
- The Planning Commission last met on May 4<sup>th</sup>. The next scheduled meeting is June 1<sup>st</sup>, 2023.

## 3. ECONOMIC DEVELOPMENT

- Based on feedback from the Council at the June 28<sup>th</sup> work session, Staff are developing a Request for Proposals (RFP) for the quarry property that will outline all of the City's goals for the property and seek interest from developers for a public-private-partnership with the City. After Staff have finished a draft of the RFP, we will bring it to the Council for review, suggested changes, and, ultimately, approval.
- Staff recently gathered a group of business and property owners to discuss efforts to improve Downtown Sweet Home. The initial meetings of this 'Downtown Focus Group' have been productive, and the participants are excited with the ideas generated thus far.

#### 4. CODE COMPLIANCE

- Summary of Actions.

<b>Case Status</b>	<b>April, 2023</b>	<b>March, 2023</b>	<b>2023 YTD</b>	<b>2022 Total</b>	<b>2018-2022 Annual Average</b>
New Complaints	N/A	N/A	9	103	90.3
New Officer-Detected Violations	N/A	N/A	6	71	72.5
Violations Resolved	N/A	N/A	1	98	248.6
Complaints Noted with No Violation Found	N/A	N/A	5	23	22.8
Cases from Previous Month Resolved	N/A	N/A	24	N/A	N/A
Open Cases at End of Period	N/A	N/A	8	73	22.7
Citations	N/A	N/A	5	0	3
Abatements	N/A	N/A	0	3	1
<b>Enforcement Type</b>	<b>April, 2023</b>	<b>March, 2023</b>	<b>2023 YTD</b>	<b>2022 Total</b>	<b>2018-2022 Annual Average</b>
Animal	N/A	N/A	5	29	43
Blight	N/A	N/A	0	0	1
Illegal Burn	N/A	N/A	0	2	1.8
Illegal Dumping	N/A	N/A	0	1	0.6
Illegal Parking	N/A	N/A	0	6	9
Illegal Sign	N/A	N/A	0	0	2.2
Junk/Abandoned Vehicle	N/A	N/A	0	16	10.4
Minimum Housing	N/A	N/A	0	0	2.6
Occupying an RV	N/A	N/A	6	21	37.8
Open Storage	N/A	N/A	2	30	59.8
Other	N/A	N/A	2	7	18
Public Nuisance	N/A	N/A	0	6	40
Public Right-of-way	N/A	N/A	0	0	10.2
Tall Grass & Weeds	N/A	N/A	0	51	108.4
Vacant Lot	N/A	N/A	0	0	0.2

The City's Code Compliance Officer responds to complaints submitted through the City's website, and actively patrols the City and works to resolve identified code violations. The City's previous Code Compliance, Ethan Rowe, left the City in early March. Our new Code Compliance Officer, Blake Dawson, joined the City on April 3<sup>rd</sup>, and has hit the ground running learning our code and increasing enforcement. He is still getting acclimated to our reporting system, so current information on cases is not yet available.

## 5. PARKS

- The Park and Tree Committee will meet next on May 17<sup>th</sup>, 2023.
- Staff have applied for a grant from the Oregon Park and Recreation Department for Phase III of Sankey Park improvements, which will include a replacement structure for the now-demolished bandstand and trail connections to the upper portion of the park. The application has passed the first review, and Staff are preparing to give a presentation to the grant review committee in June.
- Design work is underway for a new park adjacent to City Hall. The Park will include a donated playground structure and dog park.

## 6. OTHER PROJECTS

- Willow Street Neighborhood LID: Staff recently met with representatives of several state agencies at a “one stop” meeting and have a tentative plan for financing that will include a package of both forgivable loans and other loans with very attractive interest rates. Staff have submitted all the initial loan applications and are continuing to supply information to funding agencies to finalize the financing.
- The ODOT Foster Lake Sidewalk Project: Construction is nearly complete. Staff are working with the Railroad and ODOT on a plan to construct the portion that lies under the railroad trestle.
- Staff is working with ODOT on a pedestrian crossing at 22<sup>nd</sup> Avenue and Main Street. State Funding has been provided, and the project will be completed at little to no cost to the City. This improvement will be combined with an existing ODOT project to replace ADA ramps at intersections on Main Street. Construction on both the overall ramp replacement project and the pedestrian crossing is underway. The concrete has been completed for the crossing. The flashing beacons were installed in late September but were hit by a car and now need to be replaced. The costs of that replacement will not be borne by the City. The Council has approved an amendment to the IGA with ODOT to cover the pedestrian crossing. The crossing is not yet operational but is expected to be fully complete soon.
- Engineering on the 2<sup>nd</sup> Avenue/Holley Road pedestrian crossing, which is funded by a Safe Routes to School Grant, is complete and a Request for Proposals for the work has been issued. A contract for the remaining work is on the agenda for the May 23<sup>rd</sup> City Council Meeting.

# MEMORANDUM



TO: Kelcey Young, City Manager  
 FROM: Greg Springman, Public Works Director  
 DATE: May 23, 2023  
 SUBJECT: Public Works Activities Report – April 2023

This memorandum provides a brief periodic update of specific projects, WTP/WWTP O&M and Compliance status, and activities performed by the Public Works Department.

This table section summarizes work done on key maintenance activities.

Work Type	April, 2023	March, 2023	2023 YTD	2022	3 Yr Avg
Bathrooms/Garbage	17	9	47	168	360
Catch Basin Inspection/cleaning	0	1	1	3	13
Leaf Collection	0	0	1	1454	1105
Hydrant Flushing	0	35	35	200	276
Locates	45	56	175	498	479
Meter Re-Read	56	49	204	613	705
Mowing	18	2	20	117	95
Playground EQ Inspection	2	3	9	68	72
Pothole Repair	19	67	259	416	513
Sewer CCTV Miles	0.08	0.26	2.62	0.40	0.71
Street Sweeping Miles	75	122	375	1180	2072
Water Main Repair	0	0	3	11	12
Water Service Repair	1	2	6	38	30
Water Turn Ons/Offs	65	72	242	568	762
<b>Total Completed Work Orders</b>	<b>472</b>	<b>684</b>	<b>2318</b>	<b>6790</b>	<b>7137</b>

**WWTP and WTP Key Performance Indicators (KPIs)**

	April, 2023	March, 2023	2023 YTD	2022	5 Yr Avg
<b>Potable</b>					
MG Treated	25.15	25.91	105.48	346.58	389.07
Backwash Water in MG	0.84	0.95	3.78	15.66	19.99
Ave daily demand in MG	0.84	0.84	0.88	0.95	1.07
<b>Sanitary</b>					
MG Treated	94.47	80.44	295.92	677.61	587.83
Max Daily Flow in MG	5.21	3.48	5.21	6.01	6.01
Average Flow in MG	3.15	2.68	2.49	1.86	1.61

MG is Million Gallons

Note: Sweet Home Wastewater treatment plant experienced 0 exceedances for the month of March 2023.

**Current & Upcoming Projects**

**Small Diameter Water Main Replacement – 9<sup>th</sup> Avenue**

**Scope:** Engineer of Record and Staff has identified aged water mains throughout the 54 miles of water distribution system. Staff and West Yost will take a phase approach to replace the 5 miles of small diameter water mains starting with 9<sup>th</sup> Avenue.

**Status:** Project RFP bids from Contractors have been submitted. Staff awarded Project in September 2022. Construction commenced April 7, 2023.

**Water Master Plan – West Yost**

**Scope:** Develop Water Master Plan to support development.

**Status:** Water Master Plan is scheduled for completion in March 2023. West Yost working on final draft of the Water Master Plan.

**Stormwater Master Plan – West Yost**

**Scope:** Develop Stormwater Master Plan to support development

**Status:** Stormwater Master Plan is scheduled for completion in June 2023. Staff will provide updates as necessary.

**Backwash Pump Evaluation – West Yost**

**Scope:** Install backwash pump, utilizing the clearwell for filter backwashes and the corresponding effects on the distribution system and treatment.



**Status:** Project awarded to Pacific Excavation. Backwash pump has been back ordered, projected arrival date was changed from November 2022, until May 2023 due to back ordering from vendor. Project on schedule, other than the arrival of the backwash pump.

#### Finished Water Pump VFD Evaluation – West Yost

**Scope:** Evaluate feasibility to add a Variable Frequency Drive (VFD) to the current finish water pumps to maintain a constant level in clearwell to help facilitate backwash pumping.

**Status:** Project awarded to Pacific Excavation, with VFD installation coordinated with The Automation Group (TAG). Projected pump arrival date was changed from November 2022, until May 2023 due to back ordering from vendor.

#### Fluoride at WTP

**Scope:** Fluoride system at WTP has failed/End of life budgeted for replacement this FY23.

**Status:** Replacement parts have been received by TAG and will be programmed prior to installation.

#### Water Meter Modernization

**Scope:** Replace water meters through the entire water distribution system.

**Status:** Public Works staff purchased 3000 Kamstrup Smart Ultrasonic water meters. Public Works staff has installed 2800 meters to date, project is 90% complete.

#### Mahler WRF - Interim Improvement Project

**Scope:** Filter Belt Press was installed in approx. 1974 and is an operational and financial challenge to keep operating. Staff and West Yost prepurchase new dewatering equipment (screw press), sludge blend tank, and additional electrical components for the wastewater treatment plant as part of the upgrade project.

**Status:** PW staff and West Yost design, created bid documents for the project. IIP broke ground in March 2023 and is on schedule.

# MEMORANDUM



TO: CITY COUNCIL  
FROM: Greg Springman, Steven Haney and Trish Rice  
Public Works  
DATE: May 16, 2023  
SUBJECT: Mahler WRF Project Update

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Public Works staff and our engineering consultant West Yost would like to keep City Council updated on the Mahler WRF Upgrades Project. This update will be provided on a monthly basis and contains the following sections:

- Section 1. Project Overview and Current Status
- Section 2. Project Schedule Update & City Council Engagement
- Section 3. Project Budget Status Update
- Section 4. Updates on Key Issues

## 1. PROJECT OVERVIEW AND CURRENT STATUS

### MWRF Interim Improvements Project (MWRF IIP)

The MWRF IIP includes 4 discrete projects that are all being completed on a parallel track to assure the City's \$7 Million in grant funding from the Oregon Legislature is fully expended by June 30, 2023. City staff have been working hard on coordination of the Contractors working on each part of the project and other tasks like coordinating building permit applications and reviews, leading weekly construction meetings and managing a tight area of the SHMRWF site with multiple contractors.

#### Sludge Blend (SB) Tank

Baker Silo has completed work on the City's new Sludge Blend Tank. The tank has been determined to be substantially complete, allowing the IIP Site Improvements Contractor, Boede Construction, to begin work on the mechanical and electrical installation. The photo below shows the tank and new fencing installed in the lower area of the SHMRWF site.



### Electrical Equipment Procurement by City Integrator of Record

The Automation Group is procuring long-lead electrical equipment for the SHMWRF project, including a new standby diesel engine generator set and the main electrical switchgear that will serve the facility.

### Owner-Supplied Solids Dewatering Equipment

FKC is finalizing fabrication of the City's new solids dewatering screw press with delivery scheduled for June 1, 2023. Once the new FKC Screw Press arrives onsite, Boede Construction will offload the equipment and install it on a concrete pad they are currently constructing.

### MWRF IIP Site Improvements

Boede Construction has begun some work on the IIP Site Improvements, which will ramp up in the coming weeks leading up delivery of the new FKC screw press.

### **SHMWRF Improvements Project**

The Sweet Home Mahler Water Reclamation Facility (SHMWRF) Improvements Project is the larger treatment plant expansion for which design is currently being finalized by West Yost's design team.

The Draft Final Contract Documents for the SHMRWF Improvements Project Draft Final Contract Documents will be submitted to the City on June 1, 2023. The submittal will include all drawings and specifications.

Following submittal, West Yost's team will also be updating the Engineer's Opinion of Probable Construction Cost (EOPCC) and finalizing the Preliminary Engineering Report (PER) required for USDA project funding.

In addition, West Yost's permitting team is working on the updated Environmental Assessment (EA) and Biological Assessment (BA) as well as the Joint Permit Application for the project and new South Santiam River outfall.

## 2. PROJECT SCHEDULE UPDATE & CITY COUNCIL ENGAGEMENT

Below is the current project schedule for the MWRF IIP and larger MWRF Improvements Project.

	2022			2023				2024	2025	2026
	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1 – Q4	Q1 – Q4	Q1 – Q4
MWRF Interim Impr. Project (IIP)										
MWRF Impr. Project										
Planning & Design			Bidding & Contracts				Construction			

Following are current Requests for Council Actions (RCA):

Upcoming Requests for Council Action (RCA) are summarized in this section to give City Council advance notice of anticipated City Council engagement related to the MWRF Improvements Project.

### Future City Council Requests for Council Action:

Future City Council engagement and Requests for Council Action are anticipated as follows:

- SHMWRF General Contractor Pre-Qualification Re-advertisement – RCA timing TBD
- 3<sup>rd</sup> Party Special Inspections and Testing Services Contract Award – RCA timing TBD
- Electronic Construction Document Control System Contract Award – RCA timing TBD
- MWRF Improvements Project Bid Award – RCA timing TBD

### Other City Council Presentations and Activities:

City and West Yost staff anticipate providing a presentation to update City Council on the SHMWRF Improvements Project design, permitting, funding and other elements as the project moves from final design into bidding and construction.

### 3. PROJECT BUDGET STATUS UPDATE

The following budget status updates provide a high-level review of contract amounts and expenditures for engineering services, Owner-supplied electrical equipment, Construction, 3<sup>rd</sup> Party Special Inspections and Testing, and the Electronic Construction Document Control System.

With respect to the SHMWRF Interim Improvements Project (IIP), City staff believe progress is on track to fully spend the \$7 Million in grant funding from the Oregon Legislature by the funding deadline of June 30, 2023.

#### a. Construction

Construction has begun on the MWRF IIP, including construction of the sludge blend tank, procurement of the FKC screw press and completion of the MWRF IIP Site Improvements. No payment estimates have been submitted or paid as of the date of this monthly project update.

**Current Paid Amount:** \$1,011,206.60 has been paid to Baker Silo

**Current Paid Amount:** \$171,807.50 has been paid to Boede Construction

#### b. Owner-Supplied Electrical Equipment

Owner-Supplied Electrical Equipment included a new standby generator and the new MWRF main switchgear are being supplied by the City's Integrator-of-Record The Automation Group (TAG).

**Current Paid Amount:** \$28,035.00 has been paid to TAG for the MWRF Switchgear

**Current Paid Amount:** \$130,740.14 has been paid to TAG for the MWRF Standby Generator

#### c. 3<sup>rd</sup> Party Special Inspections and Testing Services

Third Party Special Inspections and Testing Services are being provided by FEI on the MWRF IIP Project.

**Current Paid Amount:** \$4,873.45 has been paid to FEI.

#### d. Electronic Construction Document Control System (ECDCS)

Budget status updates for ECDCS will be provided once construction activities begin.

#### e. Engineering Services

Staff completed and provided comments to West Yost on the MWRF Improvements Project 60% Design. West Yost is now working on 90% final design of the project, with completion of final design set for June 30, 2023.

Firm	Dates	Purpose	Contract Amount	% Complete
Murraysmith <sup>(1)</sup>	2018 – 2021	Preliminary and Final Design	\$2,134,373	100%
West Yost	Jul 2021	Final Design Review	\$66,224	100%
West Yost <sup>(2)</sup>	Aug 2021 – present	Project Planning, Permitting, Preliminary and Final Design	\$4,989,208	74%
West Yost <sup>(3)</sup>	Feb. 2023 thru Oct. 2026	Engineering Services During Construction (ESDC)	\$879,670	0%

(1) Contract Amount listed is actual amount paid to Murraysmith by City.

(2) West Yost is currently contracted to complete final design of the MWRF Improvements Project.

(3) A portion of West Yost's original contract for Engineering Services During Construction (ESDC) MWRF Phase 1 Improvements Project that was cancelled are being utilized for ESDC on the MWRF IIP. Remaining funds in this contract will be utilized for bidding and construction services on the MWRF Improvements Project.

#### 4. UPDATES ON KEY ISSUES

- **MWRF IIP Project Status.** Construction continues on the SHMWRF Interim Improvements Project. The project is on track to spend the \$7 Million grant funding awarded to the City by the Oregon Legislature that is required to be spend by June 30, 2023.
- **Preliminary Engineering Report (PER) Update.** West Yost will update the Engineer's Opinion of Probable Construction Cost (OPCC) following submittal of the Draft SHMWRF Final Design Contract Documents on June 1, 2023. The PER will be submitted to USDA and Oregon DEQ for review and approval.
- **Outfall Permitting and "Crosscutters".** West Yost and Pacific Habitat are on track to complete the Environmental Assessment (EA) and Biological Assessment (BA) by June 15, 2023.
- **MWRF Improvements Project Funding.** Staff are now meeting on a monthly basis with representatives from USDA, DEQ and Business Oregon to discuss project funding. The DEQ Regional Solutions Team (RST) is also engaged on the project and in these meetings. Staff are also coordinating with the EPA regarding WIFIA funding for the project.

Cc: Dept. Heads



**SWEET HOME POLICE DEPARTMENT**  
**CHIEF OF POLICE**  
 1950 Main Street  
 Sweet Home, OR 97386  
 (541) 367-5181 Fax (541) 367-5235

	<u>3/31/2023</u>	<u>3/31/2022</u>	<u>% Change</u>
Call volume:	2345	1975	15.78%
Cad Calls:	4435	3610	22.85%
ONIBR Person Crimes:	54	41	31.71%
ONIBR Person Crimes Cleared:	41	26	57.69%
ONIBR Person Crimes Clearance Rate:	76%	63%	
ONIBR Property Crimes:	167	136	18.56%
ONIBR Property Crimes Cleared:	54	31	42.59%
ONIBR Property Crimes Clearance Rate:	31%	23%	

**Person Crimes are defined as:**

	<u>Mar-23</u>	<u>Mar-22</u>
Assault(All)	8	1
Child Neglect	0	0
Criminal Homicide	0	0
Elder Abuse	0	0
Forcible Rape	0	1
Harassment	4	4
Menacing	0	0
Other Person Crime	1	0
Other Sex Offense	2	6
Reckless Endanger	0	0
Violation Court Stalking Order	0	0
Violation Restraining Order	1	1
	16	13

**Property Crimes are defined as:**

	<u>Mar-23</u>	<u>Mar-22</u>
Arson	0	0
Burglary	2	3
Criminal Mischief	9	11
Forgery	1	1
Fraud	1	5
Motor Vehicle Theft	1	0
Other Property Crimes	3	2
Robbery	0	0
Theft	33	32
Unlawful Entry into Motor Vehicle	2	0
	52	54



**SWEET HOME POLICE DEPARTMENT**  
**CHIEF OF POLICE**  
1950 Main Street  
Sweet Home, OR 97386  
(541) 367-5181 Fax (541) 367-5235

### March

	<b>This Month</b>	<b>Last Month</b>	<b>Last Year</b>	<b>Year to Date</b>	<b>5 Year</b>
	03/31/23	02/28/23	03/31/22	03/31/23	
<b>Call Volume</b>	749	735	1975	2343	2050
<b>CAD Calls</b>	1418	1405	3610	4435	4080
<b>ONIBR Person Crimes</b>	16	20	41	54	43
<b>ONIBR Person Crimes Cleared</b>	12	16	26	41	29
<b>ONIBR Property Crimes</b>	52	45	136	166	121
<b>ONIBR Property Crimes Cleared</b>	17	18	31	52	36

#### Trends:

Our person crimes clearance rate is sitting at 75%.

Our property crime clearance rate is still sitting higher than usual at 31%.